

Also, a bill (H. R. 26700) granting a pension to Larkin Russell; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26701) granting an increase of pension to Regina F. Palmer; to the Committee on Invalid Pensions.

By Mr. LEE of Georgia: A bill (H. R. 26702) granting a pension to Stacy Ann Wacker; to the Committee on Invalid Pensions.

By Mr. LITTLEPAGE: A bill (H. R. 26703) granting an increase of pension to James Youell, alias James Moses; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26704) granting an increase of pension to George W. Connelly; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26705) for the relief of the legal representatives of George W. McGinnis; to the Committee on War Claims.

By Mr. MARTIN of South Dakota: A bill (H. R. 26706) granting an increase of pension to Alonzo Wagoner; to the Committee on Invalid Pensions.

By Mr. NORRIS: A bill (H. R. 26707) granting an increase of pension to John H. Yarger; to the Committee on Invalid Pensions.

By Mr. O'SHAUNESSY: A bill (H. R. 26708) granting an increase of pension to Margurite D. Pollard; to the Committee on Invalid Pensions.

By Mr. PALMER: A bill (H. R. 26709) granting a pension to Ezra R. Fuller; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26710) for the relief of John S. Dorshimer; to the Committee on Military Affairs.

By Mr. POST: A bill (H. R. 26711) granting an increase of pension to T. J. Lindsey; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26712) granting an increase of pension to Zachariah T. Alexander; to the Committee on Invalid Pensions.

By Mr. RUSSELL: A bill (H. R. 26713) granting a pension to George W. Hilton; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26714) granting an increase of pension to Newton D. Cantwell; to the Committee on Pensions.

Also, a bill (H. R. 26715) granting an increase of pension to Lefford Mathews; to the Committee on Invalid Pensions.

By Mr. SCULLY: A bill (H. R. 26716) granting an increase of pension to John I. White; to the Committee on Invalid Pensions.

By Mr. SHERWOOD: A bill (H. R. 26717) granting an increase of pension to Sarah J. Cooper; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26718) granting an increase of pension to Sarah J. Hill; to the Committee on Invalid Pensions.

By Mr. SWITZER: A bill (H. R. 26719) granting a pension to James C. Boyd; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26720) granting a pension to Homer Hoover; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26721) granting an increase of pension to Alexander R. Cating; to the Committee on Invalid Pensions.

By Mr. TILSON: A bill (H. R. 26722) granting an increase of pension to John B. Doolittle; to the Committee on Invalid Pensions.

By Mr. TOWNER: A bill (H. R. 26723) granting a pension to Mary A. Millsap; to the Committee on Invalid Pensions.

By Mr. WHITACRE: A bill (H. R. 26724) granting an increase of pension to Chalkley Milbourne; to the Committee on Invalid Pensions.

Also, a bill (H. R. 26725) granting an increase of pension to John A. Sapp; to the Committee on Invalid Pensions.

PETITIONS, ETC.

Under clause 1 of Rule XXII, petitions and papers were laid on the Clerk's desk and referred as follows:

By the SPEAKER (by request): Memorial of the American Chamber of Commerce in Paris, favoring the enactment of legislation tending to restore the American merchant marine to its former importance; to the Committee on the Merchant Marine and Fisheries.

By Mr. ASHBROOK: Evidence to accompany bill (H. R. 16469) for the relief of Lucien B. Beaumont; to the Committee on Invalid Pensions.

By Mr. AYRES: Petition of the Chamber of Commerce of New York City, protesting against the General Board of Appraisers of New York customhouse being placed under control of Treasury Department; to the Committee on Expenditures in the Treasury Department.

By Mr. DRAPER: Petition of the Chamber of Commerce of the State of New York, protesting against placing the Board of General Appraisers under any department of the Government; to the Committee on Expenditures in the Treasury Department.

By Mr. ESCH: Petition of business men of Thorp, Strum, Eleva, Osseo, Mondovi, Eau Claire, Fairchild, Greenwood,

Withee, and Owen, Wis., all asking that the Interstate Commerce Commission be given further power toward controlling the express rates; to the Committee on Interstate and Foreign Commerce.

By Mr. FOSS: Petition of Lake Michigan Sanitary Association, Chicago, Ill., favoring an appropriation to investigate the extent of pollution in the lake waters; to the Committee on Interstate and Foreign Commerce.

By Mr. GARRETT: Papers to accompany bill granting an increase of pension to Daniel H. Rankin; to the Committee on Invalid Pensions.

Also, papers to accompany bill for granting a pension to Levi William Walden; to the Committee on Pensions.

By Mr. MANN: Petition of the Deep Gulf Waterways Association, Little Rock, Ark., relative to the improvement of the Mississippi River and its harbors, etc.; to the Committee on Rivers and Harbors.

Also, petition of Division No. 1, Order of Railway Conductors, protesting against the passage of the employers' liability and workmen's compensation bill; to the Committee on the Judiciary.

Also, petition of the Lake Michigan Sanitary Association, relative to preventing the pollution of the waters of the Great Lakes; to the Committee on Interstate and Foreign Commerce.

By Mr. MOORE of Pennsylvania: Petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the passage of House bill 17736, changing the letter-postage rate to 1 cent; to the Committee on the Post Office and Post Roads.

Also, petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the enactment of legislation changing the date of the national election; to the Committee on Election of President, Vice President, and Representatives in Congress.

By Mr. REILLY: Petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring the reduction of letter-postage rate to 1 cent; to the Committee on the Post Office and Post Roads.

Also, petition of the Supreme Council of the Order of United Commercial Travelers of America, favoring a change in the date of the national election; to the Committee on Election of President, Vice President, and Representatives in Congress.

By Mr. STEPHENS of California: Petition of W. S. Hancock Council No. 20, Junior Order United American Mechanics, Los Angeles, Cal., favoring the passage of Senate bill 3175, for restriction of immigration; to the Committee on Immigration and Naturalization.

By Mr. STEPHENS of Texas: Petition of citizens of the thirteenth congressional district of Texas, favoring passage of bill for eradication of the Russian thistle; to the Committee on Agriculture.

By Mr. SULZER: Petition of citizens of New York and Pittsburgh, Pa., favoring the passage of House bill 26277, establishing a United States Court of Appeals; to the Committee on the Judiciary.

By Mr. TILSON: Petition of the Chamber of Commerce of New Haven, Conn., favoring the passage of bill making appropriation for the improvement of the New Haven Harbor; to the Committee on Appropriations.

SENATE.

THURSDAY, December 5, 1912.

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

LUKE LEA, a Senator from the State of Tennessee, and ROBERT L. OWEN, a Senator from the State of Oklahoma, appeared in their seats to-day.

The Journal of yesterday's proceedings was read and approved.

ANNUAL REPORT OF THE ATTORNEY GENERAL (H. DOC. NO. 930).

The PRESIDENT pro tempore (Mr. BACON) laid before the Senate the annual report of the Attorney General for the fiscal year ended June 30, 1912, which was ordered to lie on the table and be printed.

CITIZENSHIP IN PORTO RICO (S. DOC. NO. 968).

The PRESIDENT pro tempore laid before the Senate a communication from the Chief of the Bureau of Insular Affairs, transmitting, at the request of the Governor of Porto Rico, a petition adopted at a mass meeting of workmen of Porto Rico, praying for the enactment of legislation granting American citizenship to the people of that Territory, which was referred to the Committee on Pacific Islands and Porto Rico and ordered to be printed.

MESSAGE FROM THE HOUSE.

A message from the House of Representatives, by J. C. South, its Chief Clerk, transmitted to the Senate resolutions of the House on the death of Hon. WELDON BRINTON HEYBURN, late a Senator from the State of Idaho.

The message also transmitted to the Senate resolutions of the House on the death of Hon. ISIDOR RAYNER, late a Senator from the State of Maryland.

The message further communicated to the Senate the intelligence of the death of Hon. GEORGE HERBERT UTTER, late a Representative from the State of Rhode Island, and transmitted resolutions of the House thereon.

The message also communicated to the Senate the intelligence of the death of Hon. RICHARD E. CONNELL, late a Representative from the State of New York, and transmitted resolutions of the House thereon.

The message further communicated to the Senate the intelligence of the death of Hon. CARL CAREY ANDERSON, late a Representative from the State of Ohio, and transmitted resolutions of the House thereon.

The message also announced that the House had passed the following bills, in which it requested the concurrence of the Senate:

H. R. 16450. An act to punish the unlawful breaking of seals of railroad cars containing interstate or foreign shipments, the unlawful entering of such cars, the stealing of freight and express packages or baggage or articles in process of transportation in interstate shipment, and the felonious asportation of such freight or express packages or baggage or articles therefrom into another district of the United States, and the felonious possession or reception of the same; and

H. R. 17470. An act to pension widow and minor children of any officer or enlisted man who served in the War with Spain or Philippine insurrection.

PETITIONS AND MEMORIALS.

Mr. BRANDEGEE. I present resolutions adopted by the board of directors of the American Institute of Electrical Engineers, of New York, relating to the American patent system. I ask that the resolutions be printed in the RECORD and referred to the Committee on Patents.

There being no objection, the resolutions were referred to the Committee on Patents and ordered to be printed in the RECORD, as follows:

AMERICAN PATENT SYSTEM.

(Resolutions adopted by the board of directors of the American Institute of Electrical Engineers, Nov. 8, 1912.)

AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS.
New York.

Whereas there are pending before the Congress numerous bills affecting and greatly modifying the patent system in the United States; and Whereas the patent system has been and is a tremendous factor in building up the present industrial prosperity of this country, thereby greatly contributing to the prosperity of the country as a whole; and Whereas any untoward change in the patent situation might disastrously affect this condition of industrial and general prosperity and the conditions contributing to their continual augmentation; and Whereas in view of the intimate relation of the patent system to the general welfare, no action looking toward any radical change in the patent system should be taken without most careful consideration; and

Whereas in our opinion proper consideration of such important changes as are proposed can be had only by an unbiased, nonpartisan commission made up of men from various walks of life and not from any one vocation or interest: Be it

Resolved, That the American Institute of Electrical Engineers, acting through its officers and board of directors, respectfully urge the Congress of the United States that they provide for a commission made up of unbiased, independent, nonpartisan men of such national standing as will command the respect of the whole country, and chosen from different walks of life, and not more than one from any one calling or interest, and serving without pay. Such commission to hold public hearings and otherwise, as may appear to them best, to make a thorough and careful study of the American patent situation and to prepare and submit a comprehensive report and recommendations to Congress for such changes, if any, as may, as the result of their study, appear to them expedient, whether in the Patent Office, in the method of court procedure, or in the organic patent law, and recommendations as to the legislation they would propose for effecting said changes. And that we further respectfully urge that the Congress make ample provision for the expenses of said commission; and be it

Resolved, That we respectfully urge the Congress of the United States to hold in abeyance all proposed legislation affecting the patent system in whatsoever way until such time as the said commission shall have had ample opportunity to hold the said hearings and make the said study and report; and be it further

Resolved, That these resolutions be printed and a copy be sent to each Senator and Representative of the United States who is a member of the Senate or House Committee on Patents.

RALPH D. MERRISON, President.
F. L. HUTCHINSON, Secretary.

Mr. SUTHERLAND presented a petition of the Utah Federation of Women's Clubs, praying for the establishment of agricultural extension departments in connection with the agricultural colleges in the several States, which was referred to the Committee on Agriculture and Forestry.

Mr. McLEAN presented a petition of the Chamber of Commerce of New Haven, Conn., praying for the creation of a final court of patent appeals, which was referred to the Committee on Patents.

He also presented a petition of the Chamber of Commerce of New Haven, Conn., praying that an appropriation be made for the improvement of the harbor at that city, which was referred to the Committee on Commerce.

Mr. JOHNSON of Maine presented a petition of the congregation of the First Baptist Church of Yarmouth, Me., praying for the enactment of an interstate liquor law to prevent the nullification of State liquor laws by outside dealers, which was ordered to lie on the table.

JAMES C. ESLOW.

Mr. CLARK of Wyoming, from the Committee on the Judiciary, to which was referred the bill (S. 6022) for the relief of James C. Eslow, asked to be discharged from its further consideration and that it be referred to the Committee on Claims, which was agreed to.

AMERICAN RED CROSS.

Mr. CLARK of Wyoming. From the Committee on the Judiciary I report back favorably without amendment the bill (H. R. 20287) to amend section 5 of the act entitled "An act to incorporate the American Red Cross," approved January 5, 1905, and I ask for its immediate consideration.

There being no objection, the Senate, as in Committee of the Whole, proceeded to consider the bill. It proposes to amend section 5 of the act for the incorporation of the American National Red Cross, approved January 5, 1905, so that the annual meeting of the organization shall hereafter be held on Wednesday preceding the second Thursday in the month of December in each and every year.

The bill was reported to the Senate without amendment, ordered to a third reading, read the third time, and passed.

FERRO LIGHT STATION, PORTO RICO.

Mr. NELSON. From the Committee on Commerce I report back favorably without amendment the bill (S. 7531) to authorize the Secretary of Commerce and Labor to purchase certain land required for lighthouse purposes at Port Ferro Light Station, Porto Rico, and I submit a report (No. 1070) thereon. I ask for the present consideration of the bill.

There being no objection, the Senate, as in Committee of the Whole, proceeded to consider the bill.

The bill was reported to the Senate without amendment, ordered to be engrossed for a third reading, read the third time, and passed.

BILLS INTRODUCED.

Bills were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. CULLOM:

A bill (S. 7599) authorizing the reappointment of Midshipman Walter J. Tigan, recently dismissed from the Naval Academy for hazing; to the Committee on Naval Affairs.

By Mr. MASSEY:

A bill (S. 7600) legalizing certain conveyances heretofore made by the Central Pacific Railroad Co. and others, within the State of Nevada; to the Committee on the Judiciary.

By Mr. LODGE:

A bill (S. 7601) granting a pension to Lulu W. Gallagher (with accompanying papers); to the Committee on Pensions.

By Mr. WARREN:

A bill (S. 7602) for the relief of Fred C. and C. Hellen Fisher; to the Committee on Public Lands.

A bill (S. 7603) granting an increase of pension to Mary A. Hubbell (with accompanying paper); and

A bill (S. 7604) granting an increase of pension to Mary E. Lafontaine (with accompanying papers); to the Committee on Pensions.

A bill (S. 7605) for the relief of Theresa A. Murray (with accompanying papers); to the Committee on Claims.

By Mr. PENROSE:

A bill (S. 7606) granting an increase of pension to Charles Bridger, alias Charles Mahoney (with accompanying paper); to the Committee on Pensions.

By Mr. McLEAN:

A bill (S. 7607) granting an increase of pension to Melly L. Smith Ford (with accompanying papers); and

A bill (S. 7608) granting an increase of pension to Eliza J. Sparrow (with accompanying papers); to the Committee on Pensions.

By Mr. STEPHENSON:

A bill (S. 7609) granting a pension to Mettie I. Liskum (with accompanying papers);

A bill (S. 7610) granting an increase of pension to Horace L. Chadbourne (with accompanying papers); and

A bill (S. 7611) granting an increase of pension to Edward R. Dudley (with accompanying papers); to the Committee on Pensions.

By Mr. JOHNSON of Maine:

A bill (S. 7612) granting an increase of pension to Daniel H. Strout (with accompanying papers);

A bill (S. 7613) granting an increase of pension to Erastus G. Cummings (with accompanying paper); and

A bill (S. 7614) granting an increase of pension to Fred F. Harris (with accompanying papers); to the Committee on Pensions.

By Mr. WETMORE:

A bill (S. 7615) granting an increase of pension to Lucy H. Collins (with accompanying paper); to the Committee on Pensions.

By Mr. LA FOLLETTE:

A bill (S. 7616) granting a pension to Huldah Nesbitt; and

A bill (S. 7617) granting an increase of pension to Elisha L. Ashley; to the Committee on Pensions.

AGRICULTURAL CREDIT SYSTEM (S. DOCS. NOS. 966 AND 967).

Mr. FLETCHER. I ask to have printed as a document a preliminary report on land and agricultural credit in Europe and also a communication from the International Institute of Agriculture, entitled "The way out of the rut." I ask that they be printed separately.

The PRESIDENT pro tempore. The Senator from Florida asks that the two papers which he has submitted to the Senate be each printed as a Senate document. Without objection, it will be so ordered.

LINCOLN MEMORIAL COMMISSION (S. DOC. NO. 965).

The PRESIDENT pro tempore laid before the Senate the following message from the President of the United States, which was read, and, on motion of Mr. CULLOM, was, with the accompanying papers and illustrations, referred to the Committee on the Library and ordered to be printed:

To the Senate and House of Representatives:

I beg herewith to submit a report of the Lincoln Memorial Commission and its recommendation upon the location, plan, and design for a memorial in the city of Washington, D. C., to the memory of Abraham Lincoln, in accordance with an act providing a commission to secure plans and designs for a monument or memorial to the memory of Abraham Lincoln, approved February 9, 1911.

WM. H. TAFT.

THE WHITE HOUSE, December 5, 1912.

HOUSE BILLS REFERRED.

H. R. 16450. An act to punish the unlawful breaking of seals of railroad cars containing interstate or foreign shipments, the unlawful entering of such cars, the stealing of freight and express packages or baggage or articles in process of transportation in interstate shipment, and the felonious asportation of such freight or express packages or baggage or articles therefrom into another district of the United States, and the felonious possession or reception of the same, was read twice by its title and referred to the Committee on Interstate Commerce.

H. R. 17470. An act to pension widow and minor children of any officer or enlisted man who served in the War with Spain or Philippine insurrection, was read twice by its title and referred to the Committee on Pensions.

OMNIBUS CLAIMS BILL.

Mr. CRAWFORD. I move that the Senate proceed with the further consideration of House bill 19115, known as the omnibus claims bill.

The motion was agreed to, and the Senate, as in Committee of the Whole, resumed the consideration of the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts.

Mr. CRAWFORD. Let the reading for the purpose of considering the committee amendments be resumed.

The PRESIDENT pro tempore. The reading of the bill will be continued.

The Secretary resumed the reading of the bill at line 15, on page 107.

The next amendment of the Committee on Claims was, on page 107, under the subhead "Virginia," after line 18, to strike out:

To the trustees of Oak Grove Methodist Episcopal Church, of Reams Station, \$800.

The amendment was agreed to.

The next amendment was, at the top of page 108, to strike out:

To the trustees of St. Paul's Free Church, of Rounts Hills, \$600.

The amendment was agreed to.

The next amendment was, on page 108, after line 4, to strike out:

To the trustees of the Wilderness Baptist Church, of Spottsylvania County, \$300.

The amendment was agreed to.

The next amendment was, on page 108, after line 8, to strike out:

To the vestry of Aquia Protestant Episcopal Church, of Stafford County, \$1,500.

To the trustees of Berea Baptist Church, of Stafford County, \$600.

To the trustees of Hartwood Presbyterian Church, of Stafford County, \$800.

To the trustees of Macedonia Methodist Episcopal Church, of Stafford County, \$310.

To the trustees of the Methodist Episcopal Church South, of Stephens City, \$500.

To the trustees of Trinity Lutheran Church, of Stephens City, \$500.

To the trustees of the Presbyterian Church of Strasburg, \$730.

To the First Baptist Church of Suffolk, \$550.

To the trustees of the Methodist Episcopal Church South, of Suffolk, Nansemond County, \$2,100.

To the trustees of the Providence Methodist Episcopal Church, near Suffolk, Nansemond County, \$890.

To the vestry of The Plains Episcopal Church, of The Plains, \$550.

To the trustees of the Lutheran Church, of Toms Brook, and the trustees of the Reformed Church, of Toms Brook, successors to the Union Church, of Toms Brook, \$250.

To the trustees of the Methodist Episcopal Church South, of Unison, \$150.

The amendment was agreed to.

The next amendment was, on page 109, after line 16, to strike out:

To the trustees of the Old School Baptist Church, of Upperville, \$250.

To the trustees of the Methodist Episcopal Church South, of Warrenton, \$1,190.

To the trustees of the Presbyterian Church of Warrenton, \$890.

To the trustees of the Baptist Church of Waterford, \$525.

To the trustees of the Baptist Church of Williamsburg, \$1,540.

To the trustees of the Methodist Episcopal Church South, of Williamsburg, \$1,300.

To the trustees of the Grace Evangelical Lutheran Church, of Winchester, \$810.

To the trustees of John Mann Methodist Episcopal Church (colored), of Winchester, \$600.

To the trustees of the Kent Street Presbyterian Church, of Winchester, \$2,750.

To the trustees of the Loudoun Street Presbyterian Church, of Winchester, \$2,600.

To the trustees of the Market Street Methodist Episcopal Church, of Winchester, \$1,740.

To the trustees of the St. Paul Reformed Church, of Woodstock, \$325.

To the trustees of the Presbyterian Church of McDowell, Highland County, \$150.

The amendment was agreed to.

The next amendment was, on page 110, after line 19, to insert:

To the trustees of Chestnut Fork Old School Baptist Church, of Culpeper County, \$1,180.

The amendment was agreed to.

The next amendment was, on page 110, after line 22, to insert:

To the trustees of the Methodist Episcopal Church South, of Fairfax Court House, \$1,000.

The amendment was agreed to.

The next amendment was, at the top of page 111, to insert:

To the trustees of Warrenton Academy, of Warrenton, \$1,200.

The amendment was agreed to.

The next amendment was, on page 111, after line 2, to strike out:

WASHINGTON.

To Joseph Hinson, of Pierce County, \$115.41.

The amendment was agreed to.

The next amendment was, under the heading "West Virginia," on page 111, after line 6, to strike out:

To Sarah A. Bodkin, widow of William H. Bodkin, deceased, late of Upshur County, \$278.50.

To Mary E. Buckley, of Beverly, \$115.

To Charles Cook, administrator of John Cook, deceased, late of Fayette County, \$550.

To Lorenzo D. Corrick, administrator of the estate of William Corrick, deceased, late of Tucker County, \$150.

To Edward M. Craig, administrator of the estate of George W. Craig, deceased, late of Mason County, \$2,114.

To Andrew Crouch, Newton Crouch, and B. L. Butcher, executors of Jacob Crouch, deceased, late of Randolph County, \$3,710.

To John T. Sharp, administrator of the estate of George Dickson, deceased, late of Fayette County, \$99.

To John Fitz, executor of Samuel Fitz, deceased, late of Martinsburg, \$1,200.

To Mary Foreman, widow of Jacob J. Foreman, deceased, late of Berkeley County, \$816.

To John H. Fout, administrator of the estate of George Fout, deceased, of Grant County, \$780.

To Mary V. Chambers, administratrix of the estate of Lydia A. Hockensmith, deceased, late of Jefferson County, \$395.

To T. J. Hudson, administrator of the estate of Jacob W. Hudson, deceased, of Lewis County, \$15.

To L. H. Kelly, administrator of the estate of John McH. Kelly and Allie V. Kelly, deceased, of Braxton County, \$535.
 To Joseph Loudermilk, of Monroe County, \$530.
 To James S. Lucas, administrator of the estate of Catharine S. Lucas, deceased, of Jefferson County, \$710.
 To Ruth Milbourn, Louise V. Milbourn, and Henry W. Milbourn, sole heirs of the estate of Oliver Milbourn, deceased, late of Jefferson County, \$430.

To Sarah Miller, of Monroe County, \$620.
 To William W. Myers, executor of James W. Myers, deceased, late of Jefferson County, \$650.

To Henry O'Bannon and William A. O'Bannon, sole heirs of Alfred O'Bannon, deceased, late of Jefferson County, \$304.

To J. W. Gardner, administrator of the estate of F. A. Roeder, deceased, late of Jefferson County, \$320.

To John T. Sharp, administrator of the estate of John Sharp, deceased, late of Fayette County, \$340.

To L. H. Briscoe, sole heir of Maria Shirley, deceased, late of Jefferson County, \$260.

To Joseph C. Smith, of Jefferson County, \$620.

To James M. Stephenson, of Mason County, \$244.

To David Tuckwiller and Sarah Bettie Wilson, of Greenbrier County, \$600.

To the trustees of the Methodist Episcopal Church South, of Barboursville, \$500.

To the trustees of the Presbyterian Church of Beverly, \$1,500.

To the trustees of the Methodist Episcopal Church of Bunker Hill, \$1,000.

To the trustees of the Free Church of Burlington, Mineral County, \$895.

To the trustees of the Methodist Episcopal Church South, of Charlestown, \$600.

To the trustees of St. John's Episcopal Church, of Charleston, \$1,850.

To the trustees of Zion Protestant Episcopal Church, of Charlestown, \$540.

To the trustees of the Methodist Episcopal Church South, of Clarksburg, \$1,400.

To the trustees of the Presbyterian Church of Clarksburg, \$525.

To the trustees of Elk Branch Presbyterian Church, of Duffields, \$600.

The amendment was agreed to.

The next amendment was, on page 114, after line 20, to strike out:

To the trustees of the Methodist Episcopal Church of Flatwoods, \$390.

To the trustees of the Fetterman (now West Main Street) Episcopal Church, of Grafon, \$490.

The amendment was agreed to.

The next amendment was, on page 115, after line 4, to strike out:

To the trustees of St. John's Protestant Episcopal Church, of Harpers Ferry, \$1,700.

To the trustees of the Presbyterian Church of Huttonsville, \$791.

To the trustees of the Trinity Protestant Episcopal Church, of Martinsburg, \$1,340.

To the trustees of the Methodist Protestant Church of Middleway, \$825.

To the trustees of the Presbyterian Church of Moorefield, \$1,430.

The amendment was agreed to.

The next amendment was, on page 115, after line 20, to strike out:

To the trustees of the Methodist Episcopal Church of Philippi, \$600.

To the trustees of the Mount Olivet Primitive Baptist Church, of Philippi, \$250.

To the trustees of the Methodist Episcopal Church South, of Point Pleasant, \$1,090.

To the trustees of the Methodist Episcopal Church South, of St. Albans, \$1,400.

To the wardens and vestrymen of St. Mark's Protestant Episcopal Church, of St. Albans, \$2,400.

To the treasurer of Caledonia Lodge, No. 4, Independent Order of Odd Fellows, of Shepherdstown, \$115.

To the trustees of the Presbyterian Church of Springfield, \$600.

To the trustees of St. John's Catholic Church, of Summersville, \$1,050.

The amendment was agreed to.

The next amendment was, on page 116, after line 14, to strike out:

To the trustees of the Methodist Episcopal Church of Webster, \$450.

The amendment was agreed to.

The next amendment was, on page 116, after line 16, to insert:

To the trustees of the Methodist Episcopal Church South, of Glenville, \$890.

The amendment was agreed to.

The next amendment was, on page 116, after line 18, to strike out:

WISCONSIN.

To Irving V. Bliss, of Milwaukee, \$334.22.

To Ole Jacobson, of Walworth County, \$138.78.

To Hiram F. Lyke, of Waukesha County, \$188.56.

The amendment was agreed to.

The next amendment was, at the top of page 117, to insert:

CLAIMS FOR OVERTIME DUE EMPLOYEES IN UNITED STATES NAVY YARDS.

CALIFORNIA.

To the following-named persons (representing six claims) the following sums, respectively, as found by the Court of Claims in the case of James Blessington and others against the United States, for payment for extra labor above the legal day of eight hours at the Mare Island Navy Yard, namely:

James Blessington, \$701.76.

Thomas Coffey, \$393.43.

Nathaniel Damuth, \$431.30.

Thomas W. Dixon, \$35.70.

Louisa Keyes, widow of James H. Keyes, deceased, \$487.40.

Thomas Ney, \$294.

The amendment was agreed to.

The next amendment was to insert after line 19, page 117:

To the following-named persons (representing 11 claims) the following sums, respectively, as found by the Court of Claims in the case of Joseph Bortia and others against the United States, for payment for extra labor above the legal day of eight hours at the Mare Island Navy Yard, namely:

Ira M. Butler, \$146.12.

Orin S. Cooper, \$76.48.

J. H. Dalton, \$467.62.

Daniel Gray, \$81.50.

William Hooper, \$57.17.

James Macarty, \$484.83.

Jonathan Newcomb, Jr., \$108.75.

Ira M. Butler, executor of O. H. Butler, deceased, \$579.92.

Margaret Geary, widow of Michael Geary, deceased, \$275.

Katherine Lipp, widow of Charles M. Lipp, deceased, \$63.92.

Katherine Maher, widow of John Maher, deceased, \$340.66.

The amendment was agreed to.

The next amendment was, after line 19, page 118, to insert:

To the following-named persons (representing 34 claims) the following sums, respectively, as found by the Court of Claims in the case of Ellen Brew, widow of Frank Brew, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Mare Island Navy Yard, namely:

Ellen Brew, widow of Frank Brew, deceased, \$411.11.

James Brosanahan, \$61.35.

William A. Brown, \$379.96.

Dorothea T. Bryant, widow of John Bryant, deceased, \$353.31.

Edward Campton, \$447.62.

Henry Cassidy, \$129.64.

Dennis Corbett, \$9.18.

Kennedy Creighton, \$226.28.

Retta A. Hawes, widow of Henry A. Hawes, deceased, \$266.75.

Corlis Hinds, \$324.53.

Julia Lee, widow of Edward Lee, deceased, \$191.40.

John Lynch, \$84.69.

Duncan McLean, \$514.60.

Henry MacKenzie, \$179.66.

Patrick Mayoeh, \$10.64.

Charles Orilleb, \$456.17.

Elias Shillingsburg, \$275.05.

Ann Sweeney, widow of James Sweeney, deceased, \$262.25.

William H. Taylor, \$328.53.

Patrick O'Day, \$474.89.

William Farrell, \$267.01.

Charles John Wall, \$184.16.

William A. Brace, \$28.25.

Charles C. Crocker, \$337.20.

Louise T. Farley, widow of D. J. Farley, deceased, \$512.32.

Mrs. John Harvey, widow of John Harvey, deceased, \$12.24.

Mary J. Towle, widow of Benjamin C. Towle, deceased, \$78.59.

George Osborne, \$451.86.

Mary Riley, widow of Theodore Riley, deceased, \$406.49.

John Thompson, \$410.40.

Rosa King, widow of Joseph King, deceased, \$567.64.

Albert Sylvester, \$241.27.

John Wise, \$19.43.

Sarah A. Dunbar, widow of Joseph J. Dunbar, deceased, \$498.99.

Olive A. Sides, widow of George E. Sides, deceased, \$489.21.

Mary G. Lockwood, widow and executrix of William Harrison Lockwood, deceased, \$438.07.

The amendment was agreed to.

The next amendment was, on page 121, after line 21, to insert:

DISTRICT OF COLUMBIA.

To the following-named persons (representing 46 claims) the following sums, respectively, as found by the Court of Claims in the case of Mary E. Alcorn, widow of John Alcorn, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:

Mary E. Alcorn, widow of John Alcorn, deceased, \$471.78.

George G. Auguste, \$261.79.

Adaline Bivens, widow of Thomas H. Bivens, deceased, \$225.50.

Thomas Check, \$102.69.

Albert Dean, \$297.94.

Henry C. Fowler, \$150.16.

Charles W. F. Garcia, \$72.02.

Mary M. Getzendanner, widow of William Getzendanner, deceased, \$196.07.

Thomas S. Gosnell, \$201.64.

Lawrence J. Grant, \$34.05.

Mary J. Haygle, widow of John L. Haygle, deceased, \$359.82.

William B. Hardester, \$1.50.

Aberrellah Holt, widow of George C. Holt, deceased, \$209.77.

Aberrellah Holt, next friend of Hannah Davis (insane), widow of George E. Davis, deceased, \$710.40.

Catherine A. Hunt, widow of George N. Hunt, deceased, \$339.86.

Francis S. Hutchinson, \$149.94.

William H. Hutchinson, \$77.85.

Simpson Johnson, \$195.95.

Mary C. Kidwell, widow of William Albert Kidwell, deceased, \$203.99.

John H. King, \$10.07.

W. Oscar Knott, \$195.83.

Gertrude Lang, widow of Charles A. Lang, deceased, \$5.87.

Abraham B. Lescallett, \$493.81.

Albert Lewis, \$271.05.

Herbert Lewis, \$261.84.

Frank A. Lowe, \$304.68.

George Lowry, \$134.52.

William Luskey, \$22.42.

William L. Mills, \$127.27.

Thomas O'Brien, \$106.20.

Martha E. Osborn, widow of Charles H. Osborn, deceased, \$417.99.

Caleb Pennington, \$253.48.

George M. Posey, \$159.01.

George Selby, \$91.48.

Anna C. Simmonds, widow of Daniel Simmonds, deceased, \$82.60.

Mary E. Smith, widow (remarried) of Louis Browning, deceased, \$1.02.

Mary A. Smithson, widow of Isaac Smithson, deceased, \$220.16.

John Smallwood, \$279.34.

Mary H. Summers, widow of Edward Summers, deceased, \$376.80.

Mrs. E. Thompson, widow of John H. Thompson, deceased, \$306.89.
John C. White, \$161.62.
William T. Hutchinson, administrator of William E. Hutchinson, deceased, \$701.92.

W. B. Todd, \$20.07.
Thomas H. Risler, \$577.42.
Artemus R. Warfield, \$92.67.
Katie Langley, widow of Robert C. Langley, deceased, \$215.35.

The amendment was agreed to.

The next amendment was, on page 125, after line 21, to insert:
To the following-named persons (representing 93 claims) the following sums, respectively, as found by the Court of Claims in the case of David Auld and others against the United States, for payment for extra labor above the legal eight hours at the Washington Navy Yard, namely:

David Auld, \$461.10.
Everette E. Auguste, sole heir of Samuel R. Auguste, deceased, \$293.98.
Martha E. Burton, widow of John F. Burton, deceased, \$481.60.
Brooks Burr, \$321.30.
William W. Boswell, \$19.97.
Isaac Benham, \$421.38.
John Beron, \$361.10.
Samuel Brown Bates, \$360.32.
Oliver T. Beaumont, \$45.71.
William F. Brown, \$287.13.
Amanda Berkeley, widow of Thomas Berkeley, deceased, \$156.26.
James T. Bell, \$97.61.
Sallie R. Bailey, executrix of John A. Bailey, deceased, \$327.45.
Ferry Baldwin, \$199.97.
Walter Caddington, \$29.80.
Mary J. Carrico, widow of John H. Carrico, deceased, \$126.57.
Laura V. Cornelius, widow of James W. Cornelius, deceased, \$420.42.
Hesekiah J. Cawood, \$403.52.
Sarah E. Cawood, executrix of Philip A. Cawood, deceased, \$436.
Robert Craig, \$7.10.
Peter Cooksey, \$187.14.
George A. Cross, \$211.84.
Edward M. Cox, 21.
Robert Campbell, \$430.37.
Patrick Coleman, \$310.04.
Lawrence Callan, \$416.32.
Thomas J. Duvall, \$206.95.
Ida C. Duvall, administratrix of George Duvall, deceased, \$59.88.
Hester A. Dice, widow of George D. Dice, deceased, \$449.80.
Mary E. Dwyer, executrix of Henry F. Dwyer, deceased, \$487.46.
William F. Dove, \$481.07.
Sarah Dement, widow of James E. Dement, deceased, \$362.85.
William Ewin, \$204.52.
Joshua Evans, \$373.60.
Amelia V. Edelin, widow of George W. Edelin, deceased, \$270.52.
John T. Evely, \$456.70.
Thomas R. Fry, \$2.53.
Fanny Fullalove, executrix of James Fullalove, deceased, \$461.08.
Andrew Gray, \$114.34.
Mary B. Gill, widow of William Gill, deceased, \$322.72.
Isaac O. Gordon, \$71.25.
Martha Griffith, widow of Thomas Griffith, deceased, \$348.10.
Richard Gates, \$192.83.
John Glasgow, \$81.90.
George W. Gates, \$350.19.
Robert Greenwell, \$246.86.
Josiah Gray, \$13.87.
James Griffith, \$62.51.
James Gordon, \$225.90.
Thomas S. Gonter, \$163.24.
John T. Harrison, \$365.36.
Isaac Little, \$94.77.
Catherine S. Miller, widow of Samuel Miller, deceased, \$736.82.
James O. Marceron, administrator of James A. Marceron, deceased, \$476.94.
Howard Miller, \$370.56.
Charles E. Morris, \$43.15.
Davison McCullough, \$224.60.
Benjamin McElwee, \$274.18.
Peter McCarthy, \$261.88.
George W. Mackabee, \$139.30.
Laura McKenney, widow of Robert V. McKenney, deceased, \$279.08.
Lillie M. Mohler, widow of John H. Baldwin, deceased, \$265.75.
William C. Nicholson, \$50.78.
Alfred Nally, \$159.21.
Barbara C. Oliver, widow of H. Lewis Oliver, deceased, \$58.36.
Henry A. Otterback, \$149.67.
Susan Forts, widow of Perry O. Forts, deceased, \$508.03.
Martha A. Perkins, widow of Samuel F. Perkins, deceased, \$377.27.
Margaret O. Purcell, widow of James Purcell, deceased, \$105.59.
Mary M. Padgett, widow of James Padgett, deceased, \$123.10.
Ann Margaret Russell, executrix of David N. Russell, deceased, \$538.80.
Richard Riggles, \$231.92.
Marcus Richardson, \$260.41.
Thomas B. Lear, \$143.01.
Ellie S. Sweeney, administratrix of Edward Sweeney, deceased, \$429.60.
Phillip Sherwood, \$226.52.
John A. Smith, \$22.78.
Charles H. Smithson, \$29.38.
George S. Stewart, \$459.84.
Ann R. Turner, widow of Zachariah A. Turner, deceased, \$435.11.
Eliza P. Watson, executrix of Charles F. Watson, \$657.58.
Margaret Street, widow of James R. Street, deceased, \$478.79.
Belle Steele, executrix of H. N. Steele, deceased, \$402.45.
George W. Stockett, \$1.87.
J. H. Tayman, \$97.85.
Charles A. Tupper, \$471.47.
Benjamin Van Horn, \$476.25.
Emma Umpleby, widow of John Umpleby, deceased, \$521.40.
James Watson, \$319.18.
Elenora Warner, widow of John Warner, deceased, \$436.05.
Joseph Webb, \$474.60.
Ellen Bowling, widow of William Bowling, deceased, \$228.40.
James D. Quigley, \$477.80.
To Robert A. Barker, \$23.37.
To Charles P. Morris, \$216.43.

The amendment was agreed to.

The next amendment was, on page 133, after line 18, to insert:
To the following-named persons (representing 23 claims) the following sums, respectively, as found by the Court of Claims in the case of Mary F. Smith, administratrix of John W. Bowling, deceased, and others against the United States for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:
Mary F. Smith, administratrix of John W. Bowling, deceased, \$9.58.
Edgar Baldwin, \$274.81.

Mr. CRAWFORD. I desire to offer an amendment in lieu of lines 1 and 2, at the top of page 134. The amendment is made necessary by the death of the claimant since the bill was passed through the House. I move to substitute the name I send to the desk.

The PRESIDING OFFICER (Mr. CLAPP in the chair). The amendment to the amendment will be stated.

The SECRETARY. On page 134, lines 1 and 2, it is proposed to strike out:

Edgar Baldwin, \$274.81.

And insert:

Maria E. Baldwin, widow of Edgar Baldwin, deceased, \$274.81.

The amendment to the amendment was agreed to.

The amendment as amended was agreed to.
The reading of the bill was resumed. The next amendment of the Committee on Claims was, on page 134, after line 2, to insert:

Marion K. Cross, \$11.12.
George C. Cumberland, heir at law of George Cumberland, deceased, \$383.90.
Isabella F. Knott, heir at law of John Cook, deceased, \$343.57.
Rachel Wilker, heir at law of William Crawford, deceased, \$377.60.
Caroline Nicholson, daughter of Joseph H. Carroll, deceased, \$355.84.
Daniel D. Davis, son of John T. Davis, deceased, \$414.87.
Catherine H. Burns, daughter of Coombs Greenwell, deceased, \$450.16.
Mary J. Holmes, executrix of George W. Holmes, deceased, \$389.82.
John A. Lescallett, son of Samuel M. Lescallett, deceased, \$132.43.
James E. Lewis, \$133.72.
Maud E. Banker, granddaughter of Edward McKenney, deceased, \$351.38.
Robert J. Nicholson, son of Walter Nicholson, deceased, \$80.17.
Robert T. Padgett, heir at law of Robert G. Padgett, deceased, \$442.36.
Margaret O. Purcell, daughter of John Wood, deceased, \$269.98.
Mary A. R. Rose and Ann E. Willmuth, daughters of Adam L. Rose, deceased, \$661.99.
Joseph J. Spollen, son of John Spollen, deceased, \$233.64.
William E. Simpson, son of James E. Simpson, deceased, \$100.13.
Laura Crowther, heir at law of George W. Smith, deceased, \$258.17.
Mary E. Smith, daughter of Alexander Sword, deceased, \$569.08.
Charles M. Smithson, son of George Smithson, deceased, \$382.26.
Mary R. Watkins, daughter of John Johnson, deceased, \$548.40.

The amendment was agreed to.

The next amendment was, on page 136, beginning in line 1, to insert:

To the following-named persons (representing 19 claims) the following sums, respectively, as found by the Court of Claims in the case of William A. Clements and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:
William A. Clements, \$171.63.
Dennis A. Daily, \$76.04.
Bartholomew Diggins, \$428.78.
James H. Jones, \$594.46.
Edward Rockett, \$169.60.
Anton Schladt, \$87.82.
John Simpson, \$247.55.
Thomas Wise, \$50.36.
Alice Cleaves, widow of Arnold Cleaves, deceased, \$145.96.
Eliza Despeaux, widow of Anthony Despeaux, deceased, \$357.88.
Elizabeth Gordon, widow of William Gordon, deceased, \$82.38.
Annie D. Keithley, widow of George W. Keithley, deceased, \$239.78.
Harriet Lee, widow of Oscar Lee, \$172.98.
Jane E. Marshall, widow of Chesterfield Marshall, deceased, \$240.99.
Mary A. Perkins, widow (remarried) of Thomas C. Lyles, \$3.06.
Henrietta H. Stahl, widow of John W. Stahl, deceased, \$341.70.
Rose L. Wallis, widow of Stephen C. Wallis, deceased, \$175.17.
Charles F. Fugitt, sole heir of Thomas M. Fugitt, deceased, \$354.37.
Frank A. Leach, sole heir of E. W. Leach, deceased, \$76.40.

The amendment was agreed to.

The next amendment was, on page 137, after line 18, to insert:

To the following-named persons (representing 5 claims) the following sums, respectively, as found by the Court of Claims in the case of Clements T. Dant and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:
Clements T. Dant, \$20.27.
Margaret H. Balderston, widow of Marcellus Balderston, deceased, \$77.14.
Frank Smith, \$14.09.
Edwin B. Arnold and William T. Arnold, sole heirs of Thomas O. Arnold, deceased, \$94.89.
John C. Keithley, \$411.52.

The amendment was agreed to.

The next amendment was, on page 138, after line 6, to insert:

To the following-named persons (representing 63 claims) the following sums, respectively, as found by the Court of Claims in the case of Robert Dugan and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:
Robert Dugan, \$24.74.
Jennie Olcott, widow (remarried) of Massey T. Quigley, deceased, \$380.86.
John W. Robertson, \$54.59.
Jasper Sarra, \$122.69.

Charlotte Butler, widow of Louis Butler, deceased, \$11.31.
 Ladd Whiting, \$98.96.
 Louisa Lewis, widow of George Lewis, deceased, \$258.71.
 Jefferson W. Cohron, \$37.07.
 Dorette H. Busching, widow of Henry C. Busching, deceased, \$144.69.
 Elizabeth J. Ballenger, widow of Richard F. Ballenger, deceased, \$160.70.
 William Bolger, \$39.18.
 Emma F. Brown, widow of William Brown, deceased, \$230.41.
 Patrick Cahill, \$83.22.
 George T. Dean, \$71.61.
 William L. Fletcher, \$26.18.
 Charles Forrest, \$240.53.
 Martha J. Gill, sister and sole heir of Samuel F. Gill, deceased, \$13.13.
 George R. Herbert, \$44.13.
 Susannah Harris, widow of Marbury Harris, deceased, \$99.18.
 Powhatan Hall, \$384.08.
 James O'Connor, \$231.48.
 Sarah Price, widow (remarried) of Richard Langley, deceased, \$301.45.
 Margaret H. Root, widow of Albert L. Root, deceased, \$572.27.
 Charles H. Venable, \$245.25.
 George F. Mathieson, \$199.37.
 Nora C. Butler, widow of John H. Butler, deceased, \$166.75.
 Hannah Cook, widow of William H. Cook, deceased, \$63.85.
 John Lanham, \$249.32.
 Albert A. Leavy, \$45.50.
 John D. Simpson, \$336.85.
 Henry J. Phelps, \$285.58.
 John Cooney, \$1.18.
 Almedia Gardiner, widow of James Gardiner, deceased, \$110.42.
 Josephine Williams, widow of George A. Williams, deceased, \$175.08.
 Minnie Holmes, widow of John Holmes, deceased, \$130.42.
 Frank Mulhall, \$29.96.
 Charles B. Prosperi, \$35.29.
 Thomas E. Rockett, \$75.41.
 William R. Rockett, \$95.21.
 William H. Fitzgerald, \$201.92.
 Thomas A. Ellis, \$261.84.
 Virginia Locke, widow of William P. Locke, deceased, \$174.65.
 John W. Wood, \$217.77.
 James F. Byrne, \$35.69.
 Catherine E. A. Smith, widow of Samuel M. Smith, deceased, \$37.45.
 Ann M. Clark, widow of Joshua Clark, deceased, \$10.
 Julia Coxen, widow of Millard F. Coxen, deceased, \$59.28.
 Indiana Ferguson, widow of William C. Ferguson, deceased, \$264.83.
 William H. Johnson, \$361.40.
 Valentine Connor, \$70.16.
 Ella Rebecca Landstreet, widow (remarried) of Thomas Myers Downing, deceased, \$178.48.
 Georgeanna Better, widow of William H. Better, deceased, \$60.53.
 Henry Lowry, \$217.62.
 Susie E. Sears, executrix of Henry Kelley, deceased, \$490.62.
 William E. Peake, \$91.72.
 John Edwin Simms, \$438.34.
 Nellie Anderson, widow of Dallas Anderson, deceased, \$211.58.
 Samuel H. Wilkerson, \$79.68.
 Jacob L. Bright, \$251.43.
 Jerome C. Hutton, \$107.92.
 Laura V. Hutchinson, widow of James I. Hutchinson, deceased, \$96.33.
 Daniel Allman, \$239.63.
 James Allman, \$145.90.

The amendment was agreed to.

The next amendment was, on page 143, after line 12, to insert:

To the following-named persons (representing 30 claims) the following sums, respectively, as found by the Court of Claims in the case of Richard Emmons and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:

Richard Emmons, \$425.84.
 George C. Acton, \$152.57.
 George W. Ballinger, \$182.44.
 Edward R. Barbour, \$193.56.
 James Breast, \$419.41.
 George R. Cook, \$497.88.
 Joshua Cooksey, \$331.30.
 John D. Davis, \$330.13.
 Philip A. Delano, \$337.81.
 Oliver A. Emmons, \$106.60.
 William B. Flood, \$161.80.
 Samuel S. Fowler, \$148.50.
 Theodore Gates, \$227.31.
 Thomas J. Harrison, \$286.47.
 Richard Holland, \$222.68.
 John T. Hardester, \$194.16.
 William Kemp, \$380.01.
 William H. Krepps, \$224.97.
 Abraham Lee, \$319.12.
 George E. Luckett, \$135.06.
 William Morris, \$359.98.
 William E. Miller, \$367.28.
 Charles M. Nicholson, \$192.49.
 John W. Reed, \$242.23.
 Richard Smith, \$284.04.
 Isaac Scott, \$101.83.
 John A. Smith, \$194.16.
 Isaac Smallwood, \$89.54.
 Isaac Tillman, \$91.27.
 Augustus M. Warfield, \$382.99.
 To Walter H. Evans, \$197.70.
 To William Evans, \$294.93.
 To Joshua B. Stoops, \$202.58.
 To Laura Waddey (widow) and Jennie E. Waddey (daughter), sole heirs of Hodgson E. Waddey, deceased, \$106.62.
 To Mary Kibbey Diven, daughter and sole heir of James O. Kibbey, deceased, \$398.31.
 To Emma Heath, daughter and sole heir of Richard Heath, deceased, \$350.66.

To Mary T. Russell, daughter and sole heir of Thomas F. Russell, deceased, \$622.06.
 To Mary E. Smith, sister and sole heir of Joseph Gibson, deceased, \$427.65.

The amendment was agreed to.

The next amendment was, on page 147, beginning in line 1, to insert:

To the following-named persons (representing 41 claims) the following sums, respectively, as found by the Court of Claims in the case of William W. Langley and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:

John Buckingham, \$315.70.
 William Breslyn, \$94.
 Samuel Brown, \$29.78.
 Henry S. Berkely, \$263.80.
 George Conner, \$628.84.
 Hamilton Cook, \$341.58.
 George F. Cunningham, \$537.26.
 James F. Cunningham, \$199.35.
 Mrs. F. A. Jefferis, widow of William T. Jefferis, deceased, \$512.38.
 Catherine Hutchinson, widow of Philip Hutchinson, deceased, \$64.68.
 Joseph H. Lawrence, \$327.76.
 William C. Kellum, \$67.23.
 William W. Langley, \$26.88.
 Katie McK. Morgan, widow (remarried) of William Little, deceased, \$73.72.
 James G. Murray, \$295.28.
 James F. Manning, \$112.20.
 William H. R. Martin, \$186.02.
 Samuel I. Miller, \$118.60.
 Mary F. Morgan, widow of John T. Morgan, deceased, \$316.71.
 William McDermott, \$404.17.
 John McNeley, \$243.63.
 George B. Nelson, \$203.60.
 Fred Pope, \$453.12.
 Benjamin Auguste, \$99.43.
 Betty Brown, widow of Amon Brown, deceased, \$200.60.
 R. J. Prather, \$23.46.
 Charles G. Robinson, \$357.51.
 George Schaffer, \$17.62.
 Arthur E. Van Riswick, \$8.28.
 Luther Reiley, \$56.14.
 William H. Talbert, \$398.30.
 Charles T. Morgan, \$28.75.
 Benjamin McCathran, \$174.86.
 Barbara Burgee, widow of Edward T. Burgee, deceased, \$461.10.
 Thaddeus Shine, \$122.95.
 John E. Nalley, \$22.14.
 George W. Richmond, \$87.41.
 Ellen C. Sanderson, widow of O. Sanderson, deceased, \$94.33.
 James Cephus, \$293.47.
 Alice Sheffield, widow of George W. Sheffield, deceased, \$749.35.
 Mary E. Sullivan, widow of Daniel Sullivan, deceased, \$24.37.
 To Sussana R. Lovejoy, widow of John T. Lovejoy, deceased, \$364.51.
 To Ada E. Much, widow of George W. Much, deceased, \$331.31.
 To William W. Nalley, \$188.29.
 To James M. O'Neill, \$224.89.
 To Henry S. Walter, administrator of Adam L. Rose, deceased, \$661.99.
 To Joseph Thompson, \$90.28.

The amendment was agreed to.

The next amendment was, on page 150, after line 22, to insert:

To the following-named persons (representing 27 claims) the following sums, respectively, as found by the Court of Claims in the case of Angelina Scarf, executrix of Thomas T. Scarf, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Washington Navy Yard, namely:

Angelina Scarf, executrix of Thomas T. Scarf, deceased, \$208.20.
 William W. Chase, \$107.09.
 William H. Bennett, administrator of William Bennett, deceased, \$447.46.
 Sarah E. Robey, widow of Richard T. Robey, deceased, \$10.17.
 Elizabeth R. Betts, widow of William Betts, deceased, \$120.48.
 Elizabeth Bladen, widow of Thomas S. Bladen, deceased, \$33.78.
 James Barker, \$603.13.
 George F. Waters, \$626.72.
 Charles F. Williams, \$418.39.
 William H. Vogelson, \$45.63.
 Margaret F. Watson, widow of William A. Watson, deceased, \$249.93.
 Arthur Tudge, \$154.03.
 Sarah J. Barker, wife of William H. Barker, insane, \$226.15.
 H. I. Meader, \$263.74.
 Sarah M. Sanderson, widow of L. W. Sanderson, deceased, \$336.10.
 Mary Boettcher, executrix of Frederick Boettcher, deceased, \$417.55.
 Mary L. Cissell, widow of Thomas Cissell, deceased, \$196.50.
 William W. Burdine, John T. Burdine, Annie Morgan, and Alfred H. Burdine, sole heirs of James W. Burdine, deceased, \$12.75.
 Hannah Langley, widow of Charles W. Langley, deceased, \$422.45.
 John T. Roberts, \$60.60.
 Esther G. Nally, widow of James S. Nally, deceased, \$238.50.
 Amanda E. Coates, widow (remarried) of Thomas Robey, deceased, \$182.21.
 Ceylon Boswell, \$126.42.
 Peter Bopp, \$150.18.
 Emily J. Cannon, widow of Joseph Cannon, deceased, \$179.13.
 Sarah Kernan, executrix of Bernard Kernan, deceased, \$309.39.
 W. C. White, \$94.96.

The amendment was agreed to.

The next amendment was, on page 153, after line 12, to insert:

FLORIDA.
 To Henry Antone, \$321.89.
 To Frank Swaris, \$2.
 To Fred Blum, \$211.01.
 To William Handlon, \$6.99.
 To Margaret A. Moungey, Annie Moungey, Alice Moungey, John P. Moungey, Catherine F. Kanen, and Janie Bond, sole heirs of William Moungey, deceased, \$14.48.

To Lawson Turner and William Turner, jr., sole heirs of William Turner, deceased, \$284.52.

The amendment was agreed to.

The next amendment was, at the top of page 154, to insert:

The following-named persons (representing 14 claims) the following sums, respectively, as found by the Court of Claims in the case of Frank Bond and others against the United States, for payment for extra labor above the legal day of eight hours at the Pensacola Navy Yard, namely:

Frank Bond, \$136.23.
Mary F. Boyden, widow of Paul Boyden, deceased, \$560.76.
Allan Bush, \$267.03.
E. P. Chaffin, \$158.01.
Benjamin Dolphin, \$46.30.
Abraham Harris, \$184.89.
Peter Hatcher, \$224.05.
Alfred Jones, \$253.77.
Johanna Massey, widow of James Massey, deceased, \$611.06.
Henry Skeet, \$299.42.
Edward Sweeney, \$82.96.
Lizzie Wheat, widow of William J. Wheat, deceased, \$458.92.
Cornelia Higgins, heir at law of C. A. Higgins, deceased, \$722.62.

The amendment was agreed to.

The next amendment was, on page 155, after line 6, to insert:

To the following-named persons (representing 22 claims) the following sums, respectively, as found by the Court of Claims in the case of John P. Capell and others against the United States, for payment for extra labor above the legal day of eight hours at the Pensacola Navy Yard, namely:

John P. Capell, \$96.21.
Peter Carroll, \$97.55.
Frank Elijah, \$128.27.
A. G. Fell, \$301.45.
John J. Fell, \$550.28.
William Hession, \$447.06.
William M. Johnson, \$43.50.
Loughlin Quigley, \$284.65.
Stephen M. Scarritt, \$528.85.
Henry Smith, \$600.19.
Lawson Turner, \$84.25.
Hattie Davidson, widow of Gam B. Davidson, deceased, \$136.50.
Matilda Jackson, widow of Robert Jackson, deceased, \$174.65.
Bertha McDonald, widow of James A. McDonald, deceased, \$1,909.87.
Isabella McLellan, widow of John McLellan, deceased, \$450.60.
Catherine J. Roy, widow of H. Roy, jr., deceased, \$822.50.
Annie Unger, widow (remarried) of William C. Kelly, deceased, \$151.27.
Fannie White, widow (remarried) of Alfred Willis, deceased, \$559.02.
Phillip Walter Jones, G. F. Jones, Lee L. Jones, Maggie M. Jones, and Ella L. Jones, sole heirs of J. W. Jones, deceased, \$167.41.
Maria Robinson, William Robinson, and Louis Robinson, sole heirs of Louis Robinson, deceased, \$115.92.
Fannie Sparks, Charlotte Saunders, Mary Reese, Gertrude Smith, and Henry Smith, sole heirs of Curtis Smith, deceased, \$462.40.
Mary Burch and Thomas F. Wrighton, sole heirs of Thomas Wrighton, deceased, \$114.55.
To Clarence Marks, \$87.24.
To George T. Clifford, \$56.26.

The amendment was agreed to.

The next amendment was, on page 157, after line 14, to insert:

MASSACHUSETTS.

To the following-named persons (representing 131 claims) the following sums, respectively, as found by the Court of Claims in the case of Charles Adams and others against the United States for payment for extra labor above the legal day of eight hours at the Boston Navy Yard, namely:

Charles Adams, \$343.01.
T. A. Bradford, \$362.86.
Bridget A. Bailey, widow of William Bailey, deceased, \$112.29.
James Edward Bell, William Bell, and Ellen J. Dow, sole heirs of James Bell, deceased, \$759.56.
Elias Bourne, \$33.
John W. Burnham, \$97.03.
James D. Bateman, \$125.93.
Katherine V. Barrett, administratrix of Daniel Barrett, deceased, \$898.49.
Joshua Barker, \$320.
William Bentley, son of Thomas Bentley, deceased, \$424.28.
Jeremiah L. Bean, \$124.41.
Joshua P. Bushee, \$319.68.
William E. Bruce, \$338.50.
Edward J. Baker, \$81.66.
William F. Blake, son of William Blake, deceased, \$591.86.
James E. Byrne, \$7.89.
Lydia M. Bolster, widow of Oliver Bolster, deceased, \$246.18.
Ella A. Bearse, administratrix of Ezra L. Hersey, deceased, \$508.87.
Julia V. Buckley, daughter of John Buckley, deceased, \$62.48.
Emery R. Currier, \$174.87.
William N. Currier, \$144.56.
John A. Cronin, \$40.54.
Jos. A. Cassidy, \$293.86.
John Cutler, \$192.18.
Arthur B. Cassidy, \$315.42.
Anne Belle Currier, daughter of Charles H. Currier, deceased, \$277.18.
William Crosby, \$157.16.
William W. Collier, \$165.18.
Sarah J. Clarridge, widow of Frederick Clarridge, deceased, \$257.52.
Richard Donahue, \$206.12.
Catherine Donlary, widow of Frank Donlary, deceased, \$19.50.
John Davies, \$53.87.
Henry G. Dwight, \$109.39.
Henry Dawson, \$289.70.
Ellen Dillon, wife of James E. Dillon, demented, \$284.31.
William G. Ewell, executor of Augustus Ewell, deceased, \$75.65.
J. Homer Edgerly, brother of Hiram O. Edgerly, deceased, \$403.89.
J. Homer Edgerly, \$884.53.

Ellen Eaton, widow of George B. Eaton, deceased, \$447.54.
Daniel F. Egan, \$314.40.
John L. Frisbee, \$614.93.
Annie Finn, widow of William Finn, deceased, \$242.26.
Charlotte J. Jackson, widow of Nathan B. Jackson, \$340.30.
Josiah D. Folsom, \$767.44.
Edwin W. Frisbee, \$103.53.
John B. Fitzpatrick, \$125.93.
James H. Finn, \$423.71.
Timothy Guiney, \$102.19.
John S. Gardner, \$201.87.
William F. Gillings, \$77.34.
Albert S. Greene, \$483.06.
Daniel Greene, \$373.74.
Alice F. Gates, daughter of Jacob Gates, deceased, \$394.42.
Lewis G. Hilton, \$378.41.
Henry G. Hichborn, one of the next of kin of William Hichborn, deceased, \$896.61.
Michael H. Hudson, \$141.57.
Andrew B. Hubbard, son of Robert H. G. Hubbard, deceased, \$281.40.
Thomas L. Hayes, \$142.35.
Mary H. Hutchings, widow of J. Clark Hutchings, deceased, \$233.20.
Peter A. Hayes, \$290.42.
George R. Hobbs, \$147.57.
Marcia E. Hatch, daughter of Zina H. Webber, deceased, \$110.40.
John Handrahan, \$330.75.
Sarah B. James, sister of James Hutchings, deceased, \$305.59.
George W. King, \$85.
George H. Kincaid, \$65.31.
John A. Long, \$242.02.
William W. Locke, \$21.37.
Caroline M. Loring, sister of Frank E. Melvin, deceased, \$113.28.
Dennis Lowney, \$90.39.
Patrick Leary, \$263.22.
William Mahoney, jr., one of the heirs of William Mahoney, deceased, \$144.46.
Mary A. Marrow, heir of John H. Marrow, deceased, \$182.45.
Charles P. Morris, \$197.52.
James J. McAuliffe, \$4.50.
Catherine Melvin, daughter of Charles Freeman, deceased, \$175.04.
Theodore A. Melvin, \$901.82.
Hugh P. McNally, \$88.73.
Agnes J. Musgrave, heir of Joseph Bibeln, \$254.36.
Charles Manser, son of Charles C. Manser, deceased, \$180.21.
Mary E. Murphy, daughter of Jeremiah Murphy, deceased, \$64.11.
Aunt M. McLeod, widow of James McLeod, deceased, \$51.06.
Harriet M. Metcalf, widow of William P. Metcalf, \$240.40.
Mary A. McCarthy, widow of Frank McCarthy, \$49.03.
Thomas Nixon, \$404.04.
John L. Nicholson, \$604.59.
Harriet R. Newhall, widow of Thomas E. Newhall, deceased, \$332.27.
Joseph W. Newhall, one of the heirs of Joseph Newhall, deceased, \$335.76.
Mary F. Overn, sister of Richard Dennis, deceased, \$177.58.
Allen E. Proctor, heir of James P. Proctor, deceased, \$419.44.
William Proctor, otherwise William H. Proctor, \$168.78.
George E. Poor, \$323.65.
Charles W. Pearson, \$33.75.
John M. Pitman, \$48.54.
William T. Phippin, \$48.76.
Abbie H. Pedrick and Susan M. C. Crosby, executrices of Joseph Pedrick, deceased, \$965.
Elizabeth M. Preble, executrix of Jeremiah Preble, deceased, \$423.88.
Augustine S. Quinn, \$125.80.
Thomas Riordan, otherwise Thomas D. Riordan, \$159.74.
Edward H. Rogers, \$356.21.
Joseph O. Rice, \$241.76.
Emily A. Roberts, widow of John H. Roberts, deceased, \$898.95.
Thomas H. Ramsey, son of James Ramsey, deceased, \$246.69.
John J. Ryan, for Jeremiah J. Ryan, demented, \$128.04.
Mary Rowley, widow of Michael Rowley, deceased, \$261.47.
Benjamin Roach, \$717.35.
Catherine A. Regan, widow of Cornelius F. Regan, deceased, \$144.56.
Joseph S. G. Sweatt, \$258.76.
Daniel S. Sullivan, \$82.97.
Blanche L. and Frank H. Seavey, heirs of Frank Seavey, deceased, \$434.56.
Charles A. Stebbins, \$297.42.
Winslow Sampson, son of Alden Sampson, deceased, \$901.82.
Benjamin F. Sampson, son of Benjamin H. Sampson, deceased, \$212.20.
William C. Sprague, \$204.03.
Fred S. Soule, son of Thomas Soule, deceased, \$93.43.
Samuel Staples, \$178.91.
John M. Stockman, \$304.46.
Robert A. Southworth, administrator of Alexander Southworth, deceased, \$362.11.
Charles H. Taylor, son of John T. Taylor, deceased, \$280.03.
John Tierney, \$88.75.
Constantine Towle, \$95.35.
Mary M. A. Thayer, sister of Daniel J. Hurley, deceased, \$379.45.
Annie E. Vincent, daughter of Joseph H. Wainwright, deceased, \$63.17.
George T. Willey, only heir of Benjamin D. Willey, deceased, \$966.25.
Frank L. Weston, administrator of Samuel F. Weston, deceased, \$472.50.
Harriet Wilson, widow of William Wilson, deceased, \$753.45.
Agnes V. W. Walker, sole heir of Reuben Goff, deceased, \$358.32.
Thomas Ward, \$200.55.
Samuel A. Wright, jr., son of Samuel A. Wright, deceased, \$232.56.
John H. Wright, \$97.71.
John Yonkers, \$740.81.

The amendment was agreed to.

The next amendment was, on page 168, after line 17, to insert:

To the following-named persons (representing 59 claims) the following sums, respectively, as found by the Court of Claims in the case of Mary A. F. Barry, widow of Daniel S. Barry, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Boston Navy Yard, namely:

Mary A. F. Barry, widow of Daniel S. Barry, deceased, \$302.10.
Elizabeth Smith, daughter, and Charles M. Black, son, of John Black, deceased, \$59.
Joseph O. Briggs, \$72.77.

William B. Bothamly, \$202.77.
 Mary L. Brown, daughter of Joseph H. Till, deceased, \$273.56.
 Sarah A. Blandin, executrix of Benjamin A. Blandin, deceased, \$441.32.
 Charles E. Clark, son of Daniel Pearce Clark, deceased, \$330.48.
 Thomas Corley, \$125.54.
 William H. Cate, Jr., heir at law of William H. Cate, deceased, \$67.87.
 Emily M. Carter, widow (remarried) of Alexander H. Wright, deceased, \$187.34.
 Mary E. Curry, daughter of James Griffin, deceased, \$109.78.
 Isaac Downs, \$254.93.
 Otis W. Dutton, son of Benjamin Dutton, deceased, \$19.87.
 Charles H. Frisbee, son of Henry Frisbee, deceased, \$223.06.
 Ellen B. Fisher, daughter of Calvin Lewis, deceased, \$257.75.
 Austena Gundlach, daughter of Thomas J. McKenna, deceased, \$15.75.
 Theodore W. Goodspeed, \$83.75.
 Mary J. Gordon, daughter of Timothy J. Mahoney, deceased, \$37.62.
 Samuel Grant, \$323.93.
 Esther Ann Hudson, daughter of Patrick Hudson, deceased, \$46.06.
 Joseph E. Hoey, \$82.93.
 Harriet N. Hanscom, widow of Alvah Hanscom, deceased, \$73.62.
 William P. Holmes, \$105.59.
 John H. Holt, \$70.68.
 William T. Harris, \$90.43.
 Mrs. C. H. Harper, daughter of Abraham Larkin, deceased, \$153.15.
 Benjamin P. Hodgkins, \$10.12.
 Christy Hanscom, widow of Samuel Willard Hanscom, deceased, \$112.34.
 Athalia Hill, widow of George C. Hill, deceased, \$77.17.
 Alonzo H. Haynes, \$60.50.
 Ellen H. Leighton, daughter of James Chambers, deceased, \$35.18.
 Adolphus Leavitt, \$41.12.
 George F. Lewis, \$128.63.
 Alice M. Lowell, daughter of Alpheus A. W. Lake, deceased, \$530.56.
 Alice M. Lowell, sister of Alpheus A. Lake, deceased, \$218.93.
 Timothy W. Mahoney, brother of George W. Mahoney, deceased, \$203.89.
 Timothy W. Mahoney, \$229.57.
 Timothy W. Mahoney, son of Michael K. Mahoney, deceased, \$62.40.
 James Mullen, \$126.50.
 Edward A. McDonough, \$419.61.
 George Morrison, \$62.62.
 George W. McConnell, son of William McConnell, deceased, \$112.59.
 Florence Gertrude Magee, granddaughter and sole heir of James A. German, deceased, \$183.
 Bridget McNulty, daughter of John Mongan, deceased, \$77.03.
 Terence T. McNulty, \$167.60.
 Louisa S. Nash, widow of William H. Nash, deceased, \$272.90.
 Julia Ryan, widow of Michael Ryan, deceased, \$33.02.
 Addie R. Rice, widow of Benjamin Rice, deceased, \$83.62.
 Matthew Redmond, \$171.12.
 David L. Rigby, \$211.86.
 Alexander A. Selden, \$80.10.
 Mabel F. Swain, granddaughter of Thomas Dunham Rice, deceased, \$353.18.
 Mary A. C. Smith, daughter of George Golbert, deceased, \$87.37.
 John D. Sanborn, \$205.90.
 Eugene S. Sullivan, brother of Humphrey J. Sullivan, deceased, \$71.60.
 Charles E. Stone, \$78.82.
 George Short, \$191.68.
 Eugene S. Sullivan, \$41.62.
 Minnie Swett, daughter of James L. Williams, deceased, \$465.92.

The amendment was agreed to.

The next amendment was, on page 173, after line 17, to insert:

To the following-named persons (representing 24 claims) the following sums, respectively, as found by the Court of Claims in the case of Alfred D. Bullock and others against the United States, for payment for extra labor above the legal day of eight hours at the Boston Navy Yard, namely:

Alfred D. Bullock, \$232.11.
 Joseph F. Baker, \$210.77.
 John Clark, \$142.64.
 William M. Carr, \$79.67.
 Winslow L. Crafts, \$371.87.
 Charles H. Crocker, \$330.83.
 Samuel Dwight, \$786.62.
 John Flynn, \$400.94.
 John F. Gilmore, \$275.44.
 Henry G. Hichborn, \$349.93.
 Patrick Marrow, \$171.40.
 Eben P. Oakes, \$126.79.
 Joseph Riley, \$418.59.
 William P. Raymond, \$381.44.
 Jennie A. Sawyer, widow of Jefferson Sawyer, deceased, \$281.87.
 George D. V. Smith, \$23.
 Chester R. Streeter, \$488.10.
 George K. Sawyer, \$315.43.
 Albert Sawyer, \$473.15.
 Samuel J. Cochran, \$445.83.
 William H. Rigby, \$905.78.
 William N. Winter, \$166.66.
 John Ward, \$57.75.
 George H. Young, \$92.81.

The amendment was agreed to.

The next amendment was, on page 175, after line 19, to insert:

NEW HAMPSHIRE.

To the following-named persons (representing 11 claims) the following sums, respectively, as found by the Court of Claims in the case of Hannah J. Adams, widow of Augustus H. Adams, deceased, and others against the United States, for payment of extra labor above the legal day of eight hours at the Portsmouth Navy Yard, namely:

Hannah J. Adams, widow of Augustus H. Adams, deceased, \$87.75.
 George Beal, \$8.14.
 Charles S. Hobbs, \$290.83.
 Alfred H. Hook, \$61.16.
 Stacy G. Moran, \$32.43.
 Susan Y. Perry, widow of William H. Perry, deceased, \$171.49.
 Sarah A. Trefethen, widow (remarried) of Benjamin E. Seaward, deceased, \$685.40.

Rose A. Spinney, widow of William M. Spinney, deceased, \$312.93.
 Mary A. Willey, widow of Joseph Willey, deceased, \$2.93.
 Ivan L. Meloon, \$167.10.
 Fred A. Moore, \$231.14.

The amendment was agreed to.

The next amendment was, on page 176, after line 23, to insert:

To the following-named persons (representing 182 claims) the following sums, respectively, as found by the Court of Claims in the case of Nathan F. Amee and others against the United States, for payment for extra labor above the legal day of eight hours at the Portsmouth Navy Yard:

Nathan F. Amee, \$396.75.
 George A. Adams and Stephen E. Adams, heirs of Albert J. Adams, deceased, \$365.53.
 Stephen E. Adams, \$94.74.
 Mary Jane Anderson, widow of Montgomery Anderson, deceased, \$308.68.
 George P. Abbott, \$132.
 George R. Adams, \$166.12.
 Levi Briard, \$402.75.
 Lorenzo T. Burham, \$116.25.
 Walter Ball, \$364.14.
 James Boardman, \$473.53.
 Albert F. Billings, administrator of Frederick A. Billings, deceased, \$372.41.
 Hannah A. Briard, widow of Robert Briard, deceased, \$486.63.
 Charles Bowden, \$2.86.
 George D. Boulter, \$91.05.
 Walter Ball, John Ball, and Ida A. Bennett, sole heirs of John R. Ball, deceased, \$231.40.
 Mrs. A. F. Ball, Mrs. N. S. Perry, and Mrs. E. G. Wright, heirs of Michael C. Leary, deceased, \$197.12.
 Mary Bright, widow of John Bright, deceased, \$51.33.
 Benjamin F. Bunker, \$56.51.
 John S. Bennett, \$553.19.
 Charlotte E. Betton, widow of Thornton Betton, deceased, \$160.02.
 Eben F. Brackett, \$428.06.
 John Ball, \$310.07.
 Elizabeth L. Brown, widow of Frank S. Brown, deceased, \$130.12.
 Mary Brown, Mrs. A. T. Hackett, Mrs. A. C. Plummer, and Mrs. A. L. Martin, sole heirs of Franklin K. Brown, deceased, \$155.62.
 Anna A. Brooks, widow of James Brooks, deceased, \$902.50.
 Levi M. Brooks, \$9.37.
 J. Mahlon Bickford, Albert H. Bickford, Louise H. Brown, and Zashews V. Bickford, sole heirs of Joshua Bickford, deceased, \$247.91.
 Jacob B. Burns, \$28.25.
 Jacob B. Burns, sole heir of Ezekiel Burns, deceased, \$63.75.
 Moses G. Berry, \$224.58.
 Tobias E. Burke, \$840.63.
 John W. Chickering, \$396.05.
 Charles W. Coleman, \$170.25.
 George A. Clough, Arthur B. Clough, Roland C. Clough, and Florence J. Clough, sole heirs of Elijah Clough, deceased, \$345.75.
 Martha E. Cottle, widow of Oliver Cottle, deceased, \$107.14.
 Mary Jane Curtis, widow of Moses R. Curtis, deceased, \$265.92.
 Samuel H. Chauncey, \$158.10.
 Ann E. Colley, widow of William B. Colley, deceased, \$413.47.
 Charles C. Dixon, \$198.69.
 Lavinia M. Dixon, widow of William M. Dixon, deceased, \$172.87.
 Margaret E. Danne, widow of John W. Danne, deceased, \$371.36.
 Leland W. Davis, Shirley B. Davis, and Lemuel T. Davis, sole heirs of Lemuel T. Davis, deceased, \$317.80.
 Thomas W. Ducker and George H. Ducker, sole heirs of Robert Ducker, deceased, \$312.49.
 William T. Entwistle, \$105.02.
 George B. Frost, \$109.23.
 Joseph B. Fletcher, \$569.27.
 Walter P. Fitzmaurice, \$77.62.
 Henry Fernald, \$131.55.
 Frank A. Fagan, \$101.26.
 Howard S. Frisbie, \$312.45.
 William F. Foye and Ada F. Foye, sole heirs of Stephen J. Foye, deceased, \$294.97.
 Emma D. Flagg, widow of John H. Flagg, deceased, \$338.07.
 George W. Foote, \$190.68.
 William J. Frost, \$56.31.
 Dennis Flynn, \$54.22.
 Josiah Fernald, otherwise Josiah W. Fernald, \$49.87.
 Oliver G. Fernald, \$688.73.
 S. Elizabeth Fernald, widow of William A. Fernald, deceased, \$643.40.
 Levi L. Goodrich, \$429.65.
 George W. Green, \$511.45.
 John A. George, \$551.23.
 Lewis B. Gerrish, \$328.30.
 John Glover, \$647.93.
 Lizzie L. Gatchell, widow of Jessie H. Gatchell, deceased, \$79.87.
 Mary O. Gray, widow of Walter S. Gray, deceased, \$257.61.
 George A. Genthner, \$102.28.
 Charles L. Glines, \$235.87.
 Mary D. Goodspeed, widow of Burbank S. Goodspeed, deceased, \$327.
 Mary E. Goss, widow of Alfred S. Goss, deceased, \$81.82.
 Josephine Gardner, widow of William H. Gardner, deceased, \$426.37.
 George H. Hayes, \$351.53.
 Elizabeth H. Hanscom, widow of Jackson A. Hanscom, deceased, \$160.16.
 Freeman Hurd, \$158.47.
 Lucinda A. Hayes, widow of Charles E. Hayes, deceased, \$190.26.
 Ira Hanscom, \$164.02.
 C. Dwight Hanscom and Albert H. Hanscom, executors of Nathaniel Hanscom, deceased, \$152.01.
 Margaret P. Humphreys, widow of George Humphreys, deceased, \$274.12.
 Mary A. Hersey, widow of George L. Hersey, deceased, \$63.20.
 Mabel Idella Hayes, guardian of Roy C. Philbrick, sole heir of Robert S. Philbrick, deceased, \$246.06.
 Samuel M. Joy, \$204.94.
 Walter S. Jackson and Ernest Jackson, two of the heirs of Zina H. Jackson, deceased, \$391.59.
 Mrs. William S. Jackson, widow of William S. Jackson, deceased, \$284.25.
 Joseph P. Jenkins, \$179.14.
 James M. Knapp, \$680.49.

Joseph Keen, \$167.20.
 Ira C. Keen, \$75.16.
 Willis E. Keen, \$181.06.
 Elmer H. McKenney, \$179.38.
 Benjamin Keen, \$317.62.
 Harry M. Kimball and Mrs. George W. Smith, sole heirs of Charles W. Kimball, deceased, \$266.12.
 Catherine Killoran, sole heir of James Mahoney, deceased, \$162.33.
 Charles J. Lydston, \$250.47.
 Isaac H. Lambert, \$343.48.
 Adam Lutts, \$384.50.
 William H. Lovell, \$720.
 Charles Lowd, otherwise Frank Lowd, \$60.72.
 Maria M. Lowd, widow of Horace S. Lowd, deceased, \$209.75.
 Winfield S. Lord, \$337.95.
 James C. Lydston, \$409.50.
 Alfred M. Lang, \$360.50.
 Ellen A. Lewis, widow of Thomas Lewis, deceased, \$126.
 John O. Langley, \$387.09.
 Elizabeth Mason Leary, sole heir of Daniel Mason, deceased, \$191.60.
 F. Josephine Lombard, Henry A. Lombard, Elizabeth L. Moon, and Mary L. Shannon, sole heirs of Henry Lombard, deceased, \$39.75.
 Frank H. Lewis, Arthur H. Lewis, George W. Lewis, Emma L. Carr, Wentworth Lewis, Fred Lewis, Maud L. Foge, Harry F. Lewis, and Sydney Lewis, sole heirs of Reuben Lewis, deceased, \$235.17.
 James S. Lawry, \$86.13.
 Ellen Lowd, widow of Edwin Lowd, deceased, \$55.93.
 Lemuel McIntire, \$78.02.
 John D. Medcalf, administrator of Henry Knight, deceased, \$676.75.
 Oliver B. Moody, \$71.92.
 George Manent, \$383.96.
 Daniel W. Marden, \$647.87.
 Harriet N. Moore, widow of Moses D. Moore, deceased, \$829.85.
 Benjamin F. Martin, \$225.
 Albert H. Moody, \$16.75.
 Albert Manson, \$25.64.
 Frank Moore, Hannah E. Atkinson, and Blanche V. Hull, sole heirs of John Moore, deceased, \$49.43.
 Catherine G. Nutter, widow of William H. Nutter, deceased, \$137.13.
 Martha J. Noyes, widow of William F. Noyes, deceased, \$921.16.
 Martha A. Nealley, widow of Edwin C. Nealley, deceased, \$706.20.
 Mark Nason, \$213.85.
 Edward E. Otis and James O. Otis, sole heirs of William M. Otis, deceased, \$338.80.
 Eben N. Odiorne, \$128.25.
 Elleen E. Obrey, administratrix of Benjamin Smith, deceased, \$109.97.
 Frank E. Osgood, \$288.93.
 Isaac H. M. Pray, \$210.24.
 Isaac H. M. Pray, one of the heirs of James B. Pray, deceased, \$77.37.
 Walter Philbrick, \$310.15.
 John E. Pinkham, \$107.87.
 Fred J. Pillsbury, one of the heirs of Samuel H. Pillsbury, deceased, \$732.24.
 Mary E. Palfrey, administratrix of Hanson Hoyt, deceased, \$127.34.
 George R. Palfrey, Harry B. Palfrey, William H. Palfrey, Robert R. Palfrey, and I. Miller Palfrey, sole heirs of William W. Palfrey, deceased, \$361.93.
 Benjamin F. Powell, William Powell, and Mrs. Harry M. Kimball, sole heirs of Benjamin Powell, deceased, \$253.97.
 Mary E. Parker, widow of Pierce Parker, deceased, \$301.75.
 Annie E. Prior, widow of Warren Prior, deceased, \$355.25.
 Sarah A. Paul, widow of John A. Paul, deceased, \$392.84.
 Thomas Prior, \$290.49.
 Mary E. Paul, widow of Franklin N. Paul, deceased, \$170.25.
 Eliza A. Parks, widow of George L. Parks, deceased, \$385.50.
 Daniel H. Plaisted, Ellen O. Littlefield, James S. Plaisted, Fronie R. Colby, George E. Plaisted, Sarah E. Battling, Mark R. Plaisted, and Annie M. Bingham, sole heirs of Mark R. Plaisted, deceased, \$471.39.
 Edwin D. Rand, executor of Albert H. White, deceased, \$345.20.
 Joseph C. Remick, \$170.63.
 Sarah A. Richardson, widow of James W. Richardson, deceased, \$307.63.
 Maria Rand, widow of Reuben Rand, deceased, \$329.25.
 Frank Remick, executor of John Remick, deceased, \$379.87.
 Walter C. Rogers, sole heir of John H. Rogers, deceased, \$590.68.
 Howard E. Spinney, one of the heirs of Samuel H. Spinney, deceased, \$126.
 Howard E. Spinney, \$122.83.
 Willard Spinney, otherwise Willard T. Spinney, \$289.41.
 Hervey E. Seaward, \$66.33.
 William Shields, \$1.03.
 Mary E. Sherman, widow of Eli Sherman, deceased, \$583.44.
 George Stringer, \$378.
 Mary Spinney, widow of Azariah L. Spinney, deceased, \$232.06.
 George W. Stillson, \$52.11.
 Mary A. Spinney, widow of Sylvester Spinney, deceased, \$165.
 Mary Salmon, widow of Thomas Salmon, deceased, \$286.81.
 Margaret L. Stringer, widow of William Stringer, deceased, \$261.04.
 Ida Estelle Shackley and Susie H. Shackley, sole heirs of George Shackley, deceased, \$324.
 Elizabeth E. Swain, widow of John D. Swain, deceased, \$361.87.
 Frank Sides, administrator of Robert C. Sides, deceased, \$286.61.
 Morris Tobin, \$55.21.
 Ernest C. Tobey, Winfield L. Tobey, and Edgar L. Tobey, sole heirs of Meshach Tobey, deceased, \$130.37.
 Edwin Underhill, \$177.43.
 Thomas J. F. Varrell, \$452.25.
 Clement M. Waterhouse, sole heir of James A. Waterhouse, deceased, \$377.71.
 Charles A. Wendall, \$905.62.
 Clement Waterhouse, \$244.32.
 Reuben Worster, \$58.50.
 Asa Wilson, \$38.43.
 Warren P. Webster, \$21.65.
 John R. Wentworth, \$310.99.
 George A. Williams, \$280.46.
 Lorenzo Witham, otherwise Lorenzo D. Witham, \$113.99.
 John Wood, \$484.50.
 George S. Welch, \$2.01.
 Daniel L. Wendell, \$211.64.
 Emma E. Young and Fred C. Young, sole heirs of Charles E. Young, deceased, \$352.88.
 John E. Yeaton, \$205.66.

John E. Yeaton, one of the heirs of Benjamin Yeaton, deceased, 37 cents.
 Fred C. Young, Emma E. Young, and Clara W. Bennett, sole heirs of Charles Lane, deceased, \$18.48.
 Edward P. Yeaton, sole heir of Nathaniel W. Yeaton, deceased, \$224.76.

The amendment was agreed to.

The next amendment was to insert, beginning with line 1, page 193, the following:

To the following-named persons (representing 12 claims) the following sums, respectively, as found by the Court of Claims in the case of William A. Ashe and others against the United States, for payment for extra labor above the legal day of eight hours at the Portsmouth Navy Yard, namely:

William A. Ashe, \$461.37.
 Ivah R. Davis, \$111.98.
 George F. Randall, \$142.35.
 Charles H. Rowe, \$201.96.
 John Walton, \$201.16.
 Miriam W. Adams, widow of Daniel Adams, deceased, \$162.75.
 Emma L. Caswell, widow of Perry Caswell, deceased, \$68.20.
 Lois J. Howell, widow of John S. Howell, deceased, \$457.67.
 Annie F. Rich, widow of Robert E. Rich, deceased, \$230.02.
 Cedric C. Campbell, John H. Campbell, Noel Campbell, Lucy Campbell, and Ethel Gillis, sole heirs of Nathaniel Campbell, deceased, \$204.51.
 Alice M. Rand, sole heir of William H. Deverson, deceased, \$83.25.
 Charles F. Goodwin, \$87.29.

The amendment was agreed to.

The next amendment was, on page 194, after line 8, to insert:

To the following-named persons (representing 38 claims) the following sums, respectively, as found by the Court of Claims in the case of Sylvester L. Backus and others against the United States, for payment for extra labor above the legal day of eight hours at the Portsmouth Navy Yard, namely:

George W. Bailey and Charles T. Bailey, sole heirs of Joseph Bailey, deceased, \$106.80.
 Sylvester L. Backus, \$39.75.
 Charles H. Besselleve, \$82.28.
 Carrie R. Bragden and Lyman T. Pray, sole heirs of Charles T. Pray, deceased, \$32.60.
 Carrie R. Bragden and Lyman T. Pray, sole heirs of Peter Pray, deceased, \$175.87.
 George Campbell, Alice Campbell Stevens, and Helen Campbell Ricker, sole heirs of Thomas Campbell, deceased, \$44.91.
 Oscar L. Collum, sole heir of George H. Collum, deceased, \$44.55.
 Mrs. M. E. Critchley, widow (remarried) of John A. Yeaton, deceased, \$320.19.
 Lizzie A. Cram, Lydia P. Lowell, and Eliza W. Hoyt, sole heirs of Josiah W. Hussey, deceased, \$96.60.
 Pender Davis, \$87.
 Richard Davidson, Elizabeth J. Davidson, Elizabeth S. Jenness, James Davidson, and Deborah Currier, sole heirs of James Davidson, deceased, \$76.95.
 John J. Downes, \$33.
 Agnes Emery, widow of Joseph H. Emery, deceased, \$224.08.
 George W. French, Ruth E. Burns, Anna T. Ham, and Sadie B. Schurman, sole heirs of Joseph T. French, deceased, \$367.23.
 Ezra M. Goodwin, \$121.71.
 Susan O. Green, widow of Charles B. Green, deceased, \$255.37.
 Elizabeth E. Gilman, Jennie L. Grindell, Sarah L. Quackenbush, William H. Noyes, Howard A. Noyes, and Fred A. Noyes, sole heirs of William H. Noyes, deceased, \$370.50.
 Caroline Bird Hammond, widow of Henry Clay Hammond, deceased, \$376.12.
 Amanda M. Jellison, widow of Alvah Jellison, deceased, \$218.88.
 Samuel H. Kingsbury, \$262.50.
 Ira C. Keene, \$75.16.
 Clara I. Lewis, widow of Enoch Lewis, deceased, \$5.50.
 Julia A. Moses, widow of Alfred D. Moses, deceased, \$378.37.
 Addie P. Marks, widow of Frank L. Marks, deceased, \$394.12.
 Ida F. Neal, sole heir of Daniel R. Neal, deceased, \$82.12.
 Moses Plummer, \$544.27.
 Mary L. Quinn, widow of Stephen H. Quinn, deceased, \$417.
 Ednah M. Ford Rowe, sole heir of James Edgar Ford, deceased, \$416.70.
 Rebecca Y. Raitt, widow of Daniel G. Raitt, deceased, \$566.70.
 Frederick A. Staples, Thomas F. Staples, and Calvin H. Staples, sole heirs of Thomas Staples, deceased, \$420.37.
 Frank W. Smith, \$123.16.
 Willard Sears, \$284.74.
 Samuel Taylor, \$438.46.
 Henry Wallace, \$129.50.
 Mrs. Jesse N. Wilson, widow of Jesse N. Wilson, deceased, \$181.50.
 Lucy Whalley, widow of Edmund Whalley, deceased, \$267.81.
 George Woods, \$257.92.
 George H. Young, \$40.50.

The amendment was agreed to.

The next amendment was to insert, beginning at the top of page 198, the following:

To the following-named persons (representing 26 claims) the following sums, respectively, as found by the Court of Claims in the case of Robert B. Billings and others against the United States, for payment for extra labor above the legal day of eight hours at the Portsmouth Navy Yard, namely:

Robert B. Billings, \$274.83.
 Franklin H. Bond, \$201.40.
 William H. Brown, \$316.66.
 William C. Bray, \$271.15.
 Isaac H. Farr, \$433.99.
 John Grant, \$519.77.
 Robert M. Ham, \$119.36.
 Henry H. Ham, \$509.08.
 Albert Hanscom, \$46.17.
 James M. Jarvis, \$379.34.
 Thomas L. Jose, \$388.66.
 Michael E. Long, \$308.90.
 Frank E. Lawry, \$78.49.

Brackett Lewis, \$45.18.
 William W. Locke, \$228.56.
 Walter N. Meloon, \$166.81.
 George W. Muchmore, \$810.34.
 Christopher Remick, \$117.16.
 Edwin D. Rand, \$295.89.
 Augustus Stevenson, \$917.60.
 George E. Stackpole, \$180.60.
 William H. Wilson, \$191.55.
 Benjamin F. Winn, \$224.90.
 Augustus S. Zara, \$429.75.
 Joseph A. Meloon and Charles O. Meloon, executors of Nathaniel L. Meloon, deceased, \$471.30.
 Charles Stewart, \$349.90.

The amendment was agreed to.

The next amendment was, on page 200, after line 7, to insert:

To the following-named persons (representing nine claims) the following sums, respectively, as found by the Court of Claims in the case of George W. Brown and others against the United States, for payment for extra labor above the legal day of eight hours, at the Portsmouth Navy Yard, namely:

George W. Brown, \$33.75.
 John L. Emery, \$257.62.
 Mary Mozart, widow of William J. Mozart, deceased, \$77.43.
 Joseph B. Remick, \$257.62.
 Timothy Trafton, \$145.48.
 William P. Titcomb, \$78.
 Rhassa Perkins, \$5.82.
 Thomas J. Pettigrew, \$420.
 Alexander N. Perry, \$314.25.

The amendment was agreed to.

The next amendment was, on page 201, after line 3, to insert:

To the following-named persons (representing 17 claims) the following sums, respectively, as found by the Court of Claims in the case of John W. Knight and others against the United States, for payment for extra labor above the legal day of eight hours, at the Portsmouth Navy Yard, namely:

John W. Knight, \$459.37.
 Ruth A. Kuse, widow of Joseph Kuse, deceased, \$308.74.
 Charles M. Prince, son of Charles M. Prince, deceased, \$306.12.
 Nathaniel Bowden, \$54.34.
 Dennis M. Shapleigh, \$425.25.
 Horace Mitchell, son of Reuben Mitchell, deceased, \$251.70.
 John R. Dinsmore, \$506.46.
 George O. Athorne, son of Oliver Athorne, deceased, \$13.12.
 Fred Spinney, \$34.40.
 Thomas E. Wilson, heir of Joseph D. Frost, deceased, \$310.78.
 Mabel J. Morse, daughter of P. Wentworth, deceased, \$554.89.
 Emily J. Morse, widow of William Morse, deceased, \$98.95.
 Mary S. Wilcox, widow of Theodore Wilcox, deceased, \$633.42.
 George O. Willson, \$382.50.
 James R. Philbrick, \$243.55.
 William F. Pinkham, \$611.81.
 C. H. Staples, \$285.50.
 To Holman Marr, \$106.12.
 To Charles L. Duncan, \$169.57.

The amendment was agreed to.

The next amendment was, on page 202, after line 21, to insert:

To the following-named persons (representing eight claims) the following sums, respectively, as found by the Court of Claims in the case of Edward H. Norton and others against the United States, for payment for extra labor above the legal day of eight hours at the Portsmouth Navy Yard, namely:

Edward H. Norton, \$260.74.
 John W. Bickford, \$136.35.
 John Flanigan, \$330.64.
 Edwin A. Duncan, \$188.76.
 Charles E. Whitehouse, \$461.
 George F. Tobey, \$57.25.
 Edward E. McIntire, \$294.31.
 J. Mahlon Bickford, \$514.39.

The amendment was agreed to.

The next amendment was, on page 203, after line 18, to insert:

NEW YORK.

To the following-named persons (representing 21 claims) the following sums, respectively, as found by the Court of Claims in the case of Hans Anderson and others against the United States, for payment for extra labor above the legal day of eight hours at the Brooklyn Navy Yard, namely:

Hans Anderson, \$4.32.
 William B. Burlingame, \$20.12.
 John W. Buckley, \$189.32.
 William H. Bulmer, \$18.
 Anthony J. Bommer, \$112.23.
 Daniel Coffey, \$33.90.
 William Ford, \$93.38.
 Michael Halloran, \$341.95.
 Rebecca E. Jansen, one of the heirs of Isaac Wallack, deceased, \$276.66.
 Mary Raulston B. Johnston, one of the heirs of Samuel Raulston, deceased, \$232.81.
 Maria L. Lane, one of the heirs of John Scott, deceased, \$119.87.
 James Norton, \$65.23.
 Humphrey H. Owens, \$42.45.
 Isaac A. Rose, administrator of Isaac A. Rose, deceased, \$146.37.
 Isaac Alonzo Rose, \$15.30.
 Leon Ridoux, \$9.18.
 Robert J. Ross, one of the heirs of Robert J. Ross, deceased, \$20.10.
 Everett W. Sharkey, one of the heirs of Alexander Sharkey, deceased, \$68.66.
 Charles H. Totten, \$312.40.
 Peter Watson, \$88.15.
 Elizabeth M. Clark, Annie Malloy, and Annie Kenney, heirs of Patrick Kenney, deceased, 45 cents.
 To Nicholas A. Brooks, \$136.32.

The amendment was agreed to.

The next amendment was, on page 205, after line 16, to insert:

To the following-named persons (representing 13 claims) the following sums, respectively, as found by the Court of Claims in the case of George W. Brown and others against the United States, for payment for extra labor above the legal day of eight hours at the Brooklyn Navy Yard, namely:

George W. Brown, \$422.96.
 Richard Dezendort, \$158.27.
 Peter Doyle, \$217.26.
 Manuel Glass, \$7.72.
 William Hamilton, \$179.17.
 Rodger Howard, \$291.93.
 Andrew Kane, \$292.45.
 Patrick McNamara, \$74.04.
 William Phipps, jr., \$131.69.
 John R. Powers, \$21.86.
 John Rauscher, \$183.68.
 Joseph Sands, \$307.43.
 Elizabeth Tyson, widow of Peter Tyson, deceased, \$93.84.

The amendment was agreed to.

The next amendment was, on page 206, after line 19, to insert:

To the following-named persons (representing five claims) the following sums, respectively, as found by the Court of Claims in the case of William L. Buckley and others against the United States, for payment for extra labor above the legal day of eight hours at the Brooklyn Navy Yard, namely:

William L. Buckley, \$121.27.
 John Dwyer, \$385.50.
 James Palmer, \$99.32.
 Mary M. Parent, widow of David Parent, deceased, \$185.56.
 Helen L. Burnett, George S. Burnett, and Mary O. Powles, sole heirs of Joseph Burnett, deceased, \$424.53.

The amendment was agreed to.

The next amendment was, on page 207, after line 10, to insert:

To the following-named persons (representing 14 claims) the following sums, respectively, as found by the Court of Claims in the case of John H. Burtis and others against the United States, for payment for extra labor above the legal day of eight hours at the Brooklyn Navy Yard, namely:

John H. Burtis, \$346.39.
 Cornelius Bennett, \$332.80.
 William Croft, \$95.13.
 Joseph Clyne, \$150.03.
 Jacob Callas, \$66.75.
 James A. Driver, \$379.80.
 Wellington Griffith, \$58.22.
 George W. Heald, \$181.34.
 James Hepenstall, \$905.10.
 George B. Heald, \$433.77.
 John Knight, \$245.80.
 Edward Northup, \$278.47.
 John D. Post, \$290.92.
 Patrick H. White, \$71.59.
 To Clarkson V. Hendrickson, \$35.06.
 To Jasper Chisholm, \$86.21.
 To John T. R. Mearns, \$217.17.
 To Richard Rollins, \$145.81.
 To Mary E. Hare, widow of John E. Hare, deceased, \$128.90.

The amendment was agreed to.

The next amendment was, on page 209, after line 4, to insert:

PENNSYLVANIA.

To the following-named persons (representing 19 claims) the following sums, respectively, as found by the Court of Claims in the case of Christopher Alexander and others against the United States, for payment for extra labor above the legal day of eight hours at the League Island Navy Yard, namely:

Christopher Alexander, \$374.83.
 Albert O. Chamberlain, \$24.94.
 David Craig, \$29.87.
 William Coates, \$573.91.
 Daniel H. Chattin, \$401.09.
 Josephine Cramp, widow of Martin C. Cramp, deceased, \$186.06.
 Thomas Denney, \$24.60.
 John J. Garrity, \$270.14.
 John B. Grover, jr., \$225.81.
 William Lynn, \$184.60.
 George W. Margerum, \$269.43.
 Theodore Mitchell, \$274.60.
 Joseph W. Meyers, \$1.87.
 John H. Pettit, \$421.31.
 Robert Pogue, \$91.75.
 James Spear, \$996.76.
 Edward T. Weaver, \$447.37.
 Thomas R. Walters, \$247.69.
 George A. Zirnberg, \$455.15.

The amendment was agreed to.

The next amendment was, on page 210, after line 20, to insert:

To the following-named persons (representing 35 claims) the following sums, respectively, as found by the Court of Claims in the case of Sanford Bilyen and others against the United States, for payment for extra labor above the legal day of eight hours at the League Island Navy Yard, viz:

Sanford Bilyen, \$555.62.
 Harry Davenport, \$379.83.
 Thomas P. Ferguson, \$38.63.
 Charles P. Grice, \$237.47.
 Francis Grice, \$149.01.
 Henry Hockery, \$116.30.
 Joseph Magilton, \$13.47.
 George W. Mahorn, \$68.01.
 Daniel McCall, \$370.09.
 Charles P. Montgomery, \$433.01.
 John A. Newcomb, \$316.31.
 Richard H. O'Donnell, \$503.71.
 Edward E. Packer, \$438.50.

John H. Redfield, \$412.69.
 Peter A. Slote, \$214.82.
 Mary A. Corkery, widow of John Corkery, deceased, \$365.06.
 Lizzie C. Land, widow of George M. Land, deceased, \$276.87.
 Eleanor F. Martin, widow of George S. Martin, deceased, \$79.53.
 Lois Room, widow of Benjamin A. Room, deceased, \$113.98.
 Annie E. Sheer, widow of John Sheer, deceased, \$434.62.
 Elizabeth Smith, widow of John Smith, deceased, \$304.30.
 Mary J. Quinton and Lizzie S. Horner, sole heirs of Nathan D. Room, deceased, \$264.35.
 Peter A. Slote, George W. Slote, Mamie Slote, Lidle Lutz, Andrew Wells, and Daniel Wells, sole heirs of Franklin S. Wells, deceased, \$68.56.
 Peter A. Slote, George W. Slote, Mamie Slote, Lidle Lutz, Andrew Wells, and Daniel Wells, sole heirs of Frank Wells, deceased, \$52.20.
 William C. Bessellievre, jr., \$16.14.
 Sidney I. Bessellievre, \$71.31.
 Parry T. McCurdy, \$266.96.
 Harry C. Scott, \$68.58.
 Charles P. Grice and Francis Grice, sole heirs of Francis E. Grice, deceased, \$487.60.
 William C. Bessellievre, administrator of John A. Bessellievre, deceased, \$75.
 George G. Cressey, \$217.32.
 Edwin Phillips, \$455.84.
 Ida M. Hoffacker, Susie A. Antrim, Margaret Meager, Fannie Fort, Harry Tatum, Elmer Tatum, Fred Tatum, and Walter Tatum, sole heirs of Henry N. Bennett, deceased, \$457.63.
 Emily Powell, widow of George Powell, deceased, \$224.79.
 Mary A. Dunn, Rebecca Patterson, Elizabeth Hunter, and William C. Barnes, sole heirs of Frederick B. Barnes, \$182.36.

The amendment was agreed to.

The next amendment was, on page 214, after line 5, to insert:

To the following-named persons (representing 15 claims) the following sums, respectively, as found by the Court of Claims in the case of Francis B. Black and others against the United States, for the payment for extra labor above the legal day of eight hours at the League Island Navy Yard, namely:

Francis B. Black, \$404.21.
 Arthur F. Corgee, \$333.43.
 Harry L. Davies, \$72.91.
 Harry L. Davies and John M. Davies, jr., sole heirs of John M. Davies, deceased, \$898.12.
 Samuel B. Edwards, \$64.81.
 George Hunter, \$54.16.
 William Kinsley, \$236.66.
 Mary A. McKay, widow of John McKay, deceased, \$137.96.
 Harry M. Mitchell and Margaret W. Eppright, sole heirs of Charles B. Mitchell, deceased, \$514.46.
 Simon McIlhara, \$55.14.
 George H. Pattison, \$79.07.
 Walter S. Rick, sole heir of George Rick, deceased, \$469.95.
 David S. Scott, \$337.88.
 Frederick Uber, \$113.81.
 Joseph Vile, \$240.16.

The amendment was agreed to.

The next amendment was, on page 215, after line 16, to insert:

To the following-named persons (representing 30 claims) the following sums, respectively, as found by the Court of Claims in the case of Jacob M. Davis and others against the United States, for payment for extra labor above the legal day of eight hours at the League Island Navy Yard, namely:

Jacob M. Davis, \$309.01.
 William R. Day, \$156.53.
 Sarah A. Gail, widow of William Gail, deceased, \$13.46.
 Elizabeth T. Mitchell, widow of George W. Mitchell, deceased, \$48.75.
 George W. Mager, one of the heirs of Adam Mager, deceased, \$161.03.
 Alcania Wilkinson, otherwise Kane Wilkinson, \$256.58.
 Benjamin L. Berry, \$131.90.
 William H. Beldman, \$57.25.
 William Wilson, \$437.37.
 Harry M. Mitchell, \$281.23.
 Martha L. Roberts, widow of John S. Roberts, deceased, \$441.81.
 James Schouler, \$397.06.
 Catherine Trinkle, executrix of David Ireland, deceased, \$423.31.
 John Sexton, \$101.19.
 Anna D. Benner, widow of James Benner, deceased, \$210.41.
 George W. Clothier, \$422.59.
 Edwin W. Dougherty (on rolls as Edward Dougherty), \$328.37.
 James Ingram, \$309.93.
 Andrew J. Keyser, jr., \$428.06.
 Sarah M. Keyser, widow of Andrew J. Keyser, sr., deceased, \$879.06.
 Emily R. McCalla, widow of Frank L. McCalla, deceased, \$400.03.
 Andrew B. Doebler, \$861.41.
 Charles Ewing, \$97.47.
 Robert C. Kochersperger, \$165.94.
 Jennie McCalla, widow of John A. McCalla, deceased, \$164.67.
 William H. Rihl, \$435.25.
 Aaron F. Stull, \$97.93.
 Samuel J. Shannon, \$361.65.
 John H. Silbert, \$148.10.
 John Virden, \$903.59.
 To Caroline Flomerfelt, widow of George W. Flomerfelt, deceased, \$481.22.
 To Edward McCann, \$84.93.
 To Elizabeth Siegfried, widow (remarried) of Robert Serro, deceased, \$279.56.

The amendment was agreed to.

The next amendment was, on page 218, after line 18, to insert:

RHODE ISLAND.

To the following-named persons (representing four claims) the following sums, respectively, as found by the Court of Claims in the case of George A. Brown and others against the United States, for payment for extra labor above the legal day of eight hours at the naval torpedo station, Newport, namely:

George A. Brown, \$291.19.
 Mary C. Butts, widow of Noah Butts, deceased, \$388.10.

Jacob C. Chase, \$4.47.
 Thomas Twigg, \$217.80.

The amendment was agreed to.

The next amendment was, on page 210, after line 7, to insert:

VIRGINIA.

To the following-named persons (representing four claims) the following sums, respectively, as found by the Court of Claims in the case of Mary Beasley, widow of Mordecai Beasley, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Norfolk Navy Yard, namely:

Mary E. Beasley, widow of Mordecai Beasley, deceased, \$64.84.
 Peter Gallilee, \$17.63.
 Sarah Richardson, widow of Noah Richardson, deceased, \$130.18.
 Albert E. West, \$39.32.

The amendment was agreed to.

The next amendment was, on page 219, after line 20, to insert:

To the following-named persons (representing 33 claims) the following sums, respectively, as found by the Court of Claims in the case of George W. Boushell and others against the United States, for payment of extra labor above the legal day of eight hours at the Norfolk Navy Yard, namely:

George Boushell, \$121.13.
 John T. Brown, \$72.76.
 William T. Boole, \$122.25.
 James A. Black, \$98.31.
 Martin J. Casey, executor, etc., of Steven Casey, deceased, \$28.38.
 James O. Corprew, \$88.70.
 Mary F. Connor, widow of Robert Connor, deceased, \$228.
 Nelson Carney, \$38.94.
 John A. McDonald, \$174.
 Hugh Smith, \$97.87.
 Richard S. Wilson, \$59.02.
 Thomas P. Cooke, \$132.79.
 Richard M. Diggs, \$4.37.
 Frank E. Eaton, \$28.84.
 John T. Gallam, administrator of Michael Moran, deceased, \$95.26.
 Thomas J. Howe, \$533.12.
 Ignatius Howe, \$136.12.
 John W. Howe, \$238.35.
 Charles A. Jakeman, \$100.62.
 William F. Luke, \$12.75.
 James W. McDonough, \$529.78.
 Louis McCloud, \$182.25.
 Thomas O'Rourke, \$70.90.
 Mary J. Pyle, widow of Miffin J. Pyle, deceased, \$266.87.
 Thomas Riley, \$67.04.
 Henry W. Robie, \$369.51.
 Mary E. Rollins, widow of James W. Rollins, deceased, \$121.50.
 Miles Riddick, \$120.12.
 Robert T. Trafton, \$132.70.
 Watson Vellines, \$123.42.
 Scott White, \$88.88.
 Edward Whitehurst, \$118.87.
 Miles C. Wood, \$46.12.

To Mary A. Curran, executrix of the estate of John J. Curran, deceased, late claimant in his own right, and as sole heir of Murty Curran, deceased, \$1,032.94.

To Mrs. Martin Grady, widow of Martin Grady, deceased, \$389.25.

The amendment was agreed to.

The next amendment was, on page 222, after line 19, to insert:

To the following-named persons (representing six claims) the following sums, respectively, as found by the Court of Claims in the case of Sadie F. Curtis and Annie E. C. Partin, heirs at law of Henry W. Neville, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours at the Norfolk Navy Yard, namely:

Sadie F. Curtis and Annie E. C. Partin, sole heirs of Henry Willis Neville, deceased, \$376.62.
 Everett Gildersleeve, Emma Francis Hathaway, Josephine Hewitt, and Ruth Clark, sole heirs of Samuel W. Gildersleeve, deceased, \$873.33.
 Everett Gildersleeve, Emma Francis Hathaway, Josephine Hewitt, and Ruth Clark, sole heirs of Samuel Gildersleeve, deceased, \$414.42.
 Thomas Hinton, Agnes Hinton, Harrison Hinton, and Henry Marshall, sole heirs of Harrison Hinton deceased, \$272.60.
 Charles A. McCourt and Ella A. McCourt, sole heirs of John A. McCourt, deceased, \$182.16.
 Rebecca Pope, widow of John Pope, deceased, \$140.31.

The amendment was agreed to.

The next amendment was, on page 223, after line 21, to insert:

To the following-named persons (representing 28 claims) the following sums, respectively, as found by the Court of Claims in the case of George R. Ricketts, widow of Augustus Ricketts, deceased, and others against the United States, for payment for extra labor above the legal day of eight hours, at the Norfolk Navy Yard, namely:

George R. Ricketts, widow of Augustus Ricketts, deceased, \$59.12.
 Margaret Cox, widow of John Cox, deceased, \$2.06.
 Alfred Bergerson, \$19.82.
 Moses Cornick, \$91.50.
 Robert E. Crump, \$264.15.
 Henry H. Epps, \$164.97.
 Robert Francis, \$8.25.
 Harrison Gaffney, \$51.20.
 Everett Gildersleeve, \$220.82.
 Samuel Gordon, \$119.79.
 James Kennedy, \$3.52.
 Enos Kitchen, \$6.49.
 John Land, \$8.17.
 Dennis Michaels, \$86.56.
 Isaac Miller, \$283.66.
 Edward V. Rauschert, \$125.91.
 Charles A. Shafer, \$432.92.
 H'm S. Whitehurst, \$58.50.
 Moses Whitehurst, \$78.28.
 Samuel P. Wigg, \$301.15.
 Fanny Brown, widow (remarried) of Joseph Williams, deceased, \$35.26.

Mattie A. Bushnell, widow of Albert Bushnell, deceased, \$354.75.
 Mary E. Crandol, widow of William E. Crandol, deceased, \$375.62.
 Virginia Hurlbut, widow of Albert B. Hurlbut, deceased, \$241.90.
 Mary L. Lamar, widow of Henry Lamar, deceased, 88 cents.
 Mary McDowell, widow (remarried) of Alexander Howell, deceased, \$1.50.
 Mary E. Moore, widow of Augustus W. Moore, deceased, \$504.20.
 Emma Ryder, widow of William R. Ryder, deceased, \$23.62.

The amendment was agreed to.

The next amendment was, at the top of page 226, to insert:

CLAIMS FOR DIFFERENCE IN PAY BY OFFICERS AND EMPLOYEES IN THE UNITED STATES NAVY GROWING OUT OF FACTS RELATING TO WHETHER OR NOT THE SERVICE WAS PERFORMED ON THE LAND OR ON THE SEA, THE OFFICER OR SAILOR BEING ENTITLED TO A HIGHER RATE FOR SERVICE ON SEA THAN ON LAND.

CALIFORNIA.

To Hannah M. Coon, widow (remarried) of Edward B. Bingham, deceased, of Sonoma County, \$308.49.
 To Emily V. Cutts, widow of Richard M. Cutts, deceased, of Mare Island, \$250.96.
 To Francenia H. Dale, widow of Frank C. Dale, deceased, of Merced County, \$61.64.
 To Marcus D. Hyde, of Alameda County, \$225.98.
 To Louisa I. Laine, widow of Richard W. Laine, deceased, of San Francisco County, \$125.55.
 To Nicholas Pratt, late of the United States Navy, \$352.54.
 To Fannie B. Stothard, widow of Thomas Stothard, deceased, late of the receiving ship Independence, \$373.72.

The amendment was agreed to.

The next amendment was, on page 227, after line 5, to insert:

COLORADO.

To Josephine A. Buell, widow of James W. Buell, deceased, of Jefferson County, \$97.61.
 To Robert Dickey, of Denver, \$243.45.
 To James Thayer, of Crested Butte, \$184.95.

The amendment was agreed to.

The next amendment was, on page 227, after line 13, to insert:

CONNECTICUT.

To Lila J. Baldwin, widow of William S. Baldwin, deceased, of Norwich, \$212.
 To Elizabeth F. Curtis, administratrix de bonis non of William Barrymore, deceased, late of the United States Navy, \$603.57.
 To Julius G. Rathbone, administrator of George C. Campbell, deceased, of Hartford County, \$230.19.
 To Gideon E. Holloway, son of Gideon E. Holloway, deceased, of New London County, \$139.50.
 To Adelaide L. Spall, administratrix of George Sands, deceased, of Stratford, \$504.54.
 To Harriet B. Gaylord, sister of Dudley E. Taylor, deceased, of New Haven County, \$142.89.

The amendment was agreed to.

The next amendment was, on page 228, after line 6, to insert:

DELAWARE.

To George R. Gray, of New Castle County, \$490.74.

The amendment was agreed to.

The next amendment was, on page 228, after line 9, to insert:

DISTRICT OF COLUMBIA.

To Benjamin Atwood, of Washington, \$124.63.
 To Otway C. and William M. Berryman, Alice B. Bromwell, Columbia N. Payne, children of O. H. Berryman, deceased, of Washington, \$67.25.
 To John C. Boyd, of Washington, \$238.62.
 To John B. Briggs, of Washington, \$16.44.
 To Martha J. Briscoe, widow of John A. Briscoe, deceased, of Washington, \$809.48.
 To Roberdeau Buchanan, administrator de bonis non of McKean Buchanan, deceased, of Washington, \$855.
 To Charles E. Carter, of the District of Columbia, \$65.50.
 To Charles E. Carter, Elizabeth Crawford Bronson, and Lawrence C. Crawford, heirs at law of John C. Carter, deceased, of Washington and the State of New York, \$372.91.
 To Louisa A. Crosby, widow of Pierce Crosby, deceased, \$269.17.
 To Samuel Cross, of Washington, \$26.85.
 To Thomas T. Didier and Frederick W. Didier, heirs of Frederick B. Didier, deceased, \$129.30.
 To William S. Dixon, \$136.44.
 To Edward B., Emily K., and Charles R. Doran, children of Edward C. Doran, deceased, of Washington, \$108.25.
 To Edward J. Dorn, \$262.19.
 To Kate R. Emmerich, Parthenia E. Altemus, sisters of Charles F. Emmerich, deceased, of Washington, \$452.87.
 To James M. Flint, \$193.30.
 To Marina B. Harding, widow (remarried) of Henry O. Handy, deceased, of Washington, \$195.23.
 To Isaac Hazlett, \$131.51.
 To Cumberland G. Herndon, \$204.65.
 To Mary H. Corbett, granddaughter of Samuel Howard, deceased, of Washington, \$370.13.
 To John Hubbard, of Washington, \$95.34.
 To Henrietta M. D. Oliphant, widow (remarried) of Henry J. Hunt, deceased, \$29.04.
 To Alice S. Jordan, widow of John W. Jordan, deceased, of Washington, \$251.79.
 To Bella A. Leach, widow of Boynton Leach, deceased, of Washington, \$83.83.
 To Alice V. Lee, widow of William F. Lee, deceased, of Washington, \$127.08.
 To Harriet B. Loring and Francis B. Loring, sole heirs at law of Charles G. Loring, deceased, of Washington, \$446.41.
 To Florence Murray, widow of Alexander Murray, deceased, of Washington, \$19.80.
 To John A. Norris, of Washington, \$79.73.
 To Christine I. Owen, Kathleen D. Owen, Albert T. Owen, and Alfred C. Owen, children of Alfred M. Owen, deceased, of Washington, \$175.89.

To James H. Perry, of Washington, \$129.86.
 To Christiana C. Queen, widow of W. W. Queen, deceased, of Washington, \$49.25.

To Presley M. Rixey, \$123.29.
 To Albert Ross, of Washington, \$583.01.
 To Lily Davis White, widow of Henry W. Schaefer, deceased, \$96.49.
 To Amanda M. Swain, widow of Oliver Swain, deceased, of Washington, \$284.52.

To William T. Swinburne, of Washington, \$36.16.
 To John D. Cahill, administrator of Dennis Twiggs, deceased, of Washington, \$126.58.

To Frederick E. Upton, of Washington, \$134.79.

To John J. Walsh, of Washington, \$274.21.

The amendment was agreed to.

The next amendment was, on page 232, after line 9, to insert:

FLORIDA.

To Catherine Delap, widow of George Delap, deceased, late of the United States Navy, \$168.64.
 To William W. Dewhurst, administrator with the will annexed of George Dewhurst, deceased, late of the United States Navy, \$831.43.

The amendment was agreed to.

The next amendment was, on page 232, after line 17, to insert:

GEORGIA.

To John T. Plunkett, heir at law of Thomas S. Plunkett, deceased, late of the United States Navy, \$97.81.

The amendment was agreed to.

The next amendment was, on page 232, after line 21, to insert:

ILLINOIS.

To Louise M. Dodge, widow of Thomas W. Dodge, deceased, late of the United States Navy, \$297.35.

To Antonia Lynch, Margaret Lynch, Charlotte L. Carmody, Josephine L. Ridgeway, Jane L. Canby, children of Dominick Lynch, deceased, of Cook County, \$73.97.

To Mary J. Owen, widow of Elias K. Owen, deceased, of Randolph County, \$1,631.42.

To Merrill Spalding, executor of Enoch G. Parrott, deceased, of Cook County, \$1,888.60.

To Horatio L. Wait, of Cook County, \$164.48.

The amendment was agreed to.

The next amendment was, on page 233, after line 12, to insert:

INDIANA.

To Simeon P. Gillett, of Vanderburg County, \$689.98.

To G. V. Menzies, of Posey County, \$39.86.

The amendment was agreed to.

The next amendment was, on page 233, after line 17, to insert:

KENTUCKY.

To Harry Pearson and Elba P. Gassaway, grandchildren of William Pearson, deceased, of Hickman County, \$30.80.
 To Theodore Speiden and William S. Speiden, sons of William Speiden, deceased, of Jefferson County, \$60.80.

The amendment was agreed to.

The next amendment was, at the top of page 234, to insert:

MAINE.

To William H. Anderson, of the United States Navy, \$282.02.

To Thomas W. Bell, of Kennebunkport, \$323.02.

To Daniel Butland, brother of Francis Butland, deceased, of York County, \$718.58.

To Josephine E. Dermott, executrix of Joseph E. Cox, deceased, of York County, \$287.81.

To Loring G. Emerson, of Hancock County, \$760.61.

To Charles H. Evans, executor of Alice Evans, deceased, daughter of William F. Loughton, deceased, late of the United States Navy, \$384.49; and to Bessie D. Loughton, widow of said William F. Loughton, deceased, \$192.25.

To Merrill Spalding, James A. Spalding, Elizabeth T. Spalding, children of Lyman G. Spalding, deceased, of Cumberland County, \$64.11.

The amendment was agreed to.

The next amendment was, on page 234, after line 22, to insert:

MARYLAND.

To Edward A. Coughlin, next of kin and heir at law of Paul Armandt, deceased, late of the United States Navy, \$63.

To Fannie S. B. Halm, widow (remarried) of John C. Beaumont, deceased, of Washington County, \$81.

To James T. Bowling, late of the United States Navy, \$395.73.

To Mary A. Brannan, widow of James A. Brannan, deceased, late of the United States Navy, \$1,318.48.

To Harriet C. Brown, administratrix of Thomas R. Brown, deceased, of Baltimore City County, \$256.22.

To Henry H. Clark, of Anne Arundel County, \$1,390.36.

To Francis A. Cook, of Anne Arundel County, \$870.47.

To Louis A. Cornthwaite, of Baltimore, \$861.39.

To George T. Douglass, son of Daniel T. Douglass, deceased, of Baltimore County, \$21.40.

To Alfred C. Doyle, administrator de bonis non of James A. Doyle, deceased, of Baltimore, \$619.26.

To Mary J. Field, widow of William Field, deceased, late of the United States Navy, \$694.89.

To Herbert Harlan and William Beatty Harlan, administrators cum testamento annexo of the estate of David Harlan, deceased, late of the United States Navy, \$501.50.

To Peter Heede, of Baltimore, \$63.38.

To Howard F. Downs, administrator de bonis non of the estate of James Hutchinson, deceased, of Govans, Baltimore County, \$236.12.

To Mary T. Sweeting, heir at law of John Joins, deceased, late of the United States Navy, \$179.59.

To Charles A. Le Compte, late of the United States Navy, \$322.93.

To Charles F. Bennett, administrator of Nicholas Lynch, deceased, late of the United States Navy, \$297.67.

To Anna McDonald, widow of James McDonald, deceased, late of the United States Navy, \$422.45.

To James McDonnell, executor of James McDonnell, deceased, of Baltimore County, \$68.66.

To William Moody, late of the United States Navy, \$543.94.
 To Edward K. Rawson, of Anne Arundel County, \$136.99.
 To Albert P. Southwick, administrator of the estate of John Southwick, deceased, late of the United States Navy, \$641.68.
 To William G. Sprostan, brother of John G. Sprostan, deceased, of Baltimore County, \$59.25.

The amendment was agreed to.

The next amendment was, on page 237, after line 13, to insert:

MASSACHUSETTS.

To Mary J. Abbott, widow of William A. Abbott, deceased, of Essex County, \$52.59.
 To Josiah B. Aiken, of Suffolk County, \$149.04.
 To Lucy M. Allen and Joseph A. Holmes, administrators of the estate of Weld N. Allen, deceased, late of the United States Navy, \$410.03.
 To Mary Elizabeth Babbitt, daughter of Charles W. Babbitt, deceased, of Bristol County, \$97.70.
 To Almira B. Bates, daughter of John A. Bates, deceased, of Suffolk County, \$643.04.
 To Helen Bryant, granddaughter of William Black, deceased, of Norfolk County, \$322.40.
 To Grace E. Bolton and Mary E. Bolton, sole heirs at law of William H. Bolton, deceased, late of the United States Navy, \$164.88.
 To William F. Burditt, Eleanor B. Kimball, Albert B. Burditt, Charlotte Ferguson, children of William Burditt, deceased, of Suffolk County, \$317.10.
 To Virginia M. Chase, daughter of Moses B. Chase, deceased, of Suffolk County, \$152.80.
 To Frederick W. Cotton, of Norfolk County, \$130.94.
 To Elizabeth N. Courtney, widow of Charles Courtney, deceased, late of the United States Navy, \$378.81.
 To Edward Cronin, of Suffolk County, \$79.20.
 To Alexander D. Damon, of Suffolk County, \$54.79.
 To Ezra Z. Derr, of Suffolk County, \$27.40.
 To Emily A. Gifford, widow of George P. Gifford, deceased, of Bristol County, \$83.63.
 To Artemas P. Hannum, administrator cum testamento annexo de bonis non of Josiah A. Hannum, deceased, late of the United States Navy, \$368.62.
 To Elliott C. Harrington, of Suffolk County, \$157.46.
 To Mary J. Iverson, widow of Andrew J. Iverson, deceased, of Essex County, \$410.96.
 To Elizabeth Jackson, widow of Andrew Jackson, deceased, of Middlesex County, \$206.29.
 To Harry N. Stearns, administrator of the estate of Francis Joselyn, deceased, late of the United States Navy, \$1,183.19.
 To Katharine A. Horan, daughter of William Langdon, deceased, of Suffolk County, \$587.50.
 To George E. Leach, administrator of the estate of Phineas Leach, deceased, late of the United States Navy, \$1,023.74.
 To Edward D. Marchant, son of Cornelius M. Marchant, deceased, of Dukes County, \$303.45.
 To Ferdinand G. Morrill, of Suffolk County, \$118.98.
 To Smith W. Nichols, of Suffolk County, \$239.13.
 To Lott Norton, of Dukes County, \$705.21.
 To George H. Richards, administrator, with the will annexed, of William A. Parker, deceased, of Norfolk County, \$2,230.
 To Sarah Elizabeth Clarkson, Sarah L. Calthrope, Cecile Finney, Mabelle L. Medcalf, Mary E. Morrill, Robert B. Pender, Thomas Henry Pender, nephews and nieces, sole heirs at law of Thomas Pinder, deceased, of Amesbury, \$61.67.
 To Esther and Theresa Redington, only heirs of Robert Redington, deceased, late of the United States Navy, \$238.78.
 To Ida T. Coggeshall, daughter of James B. Russell, deceased, of Bristol County, \$112.09.
 To Mabel G. Smith, daughter of Thomas Smith, deceased, of Middlesex County, \$293.69.
 To John T. Spavin, Annie M. Spavin, Ernestine E. Spavin, Jennie Whittemore, Elizabeth Farnham, children of Robert Spavin, deceased, of Suffolk County, \$282.81.
 To John A. Tanner, of Suffolk County, \$238.62.
 To Charles T. Davis, nephew of James S. Thornton, deceased, of Essex County, \$51.25.
 To Edward K. Valentine, of Suffolk County, \$1,137.47.
 To Mary Elizabeth Very, administratrix de bonis non of the estate of Samuel Very, jr., deceased, late of the United States Navy, \$494.27.
 To John S. Waltemeyer, late of the United States Navy, \$122.46.
 To Mary B. Willey, daughter and only child of George F. Willey, deceased, late of the United States Navy, \$288.83.

The amendment was agreed to.

The next amendment was, on page 242, after line 3, to insert:

MICHIGAN.

To Mary F. Clark, widow of Frank H. Clark, deceased, of Houghton County, \$200.55.
 To George G. Clay, of Kent County, \$305.76.

The amendment was agreed to.

The next amendment was, on page 242, after line 8, to insert:

MISSOURI.

To Maria L. Rodgers, granddaughter of Andrew E. Long, deceased, of St. Louis City County, \$98.00.
 To Thomas J. Manning, only son of John Manning, deceased, of Macon County, \$155.75.
 To Belle M. Raborg, widow of George B. Raborg, deceased, of St. Louis City County, \$109.20.
 To Mary S. McQuade and William A. Chambers, children of William Smith, deceased, of St. Louis County, \$188.75.

The amendment was agreed to.

The next amendment was, on page 242, after line 21, to insert:

NEBRASKA.

To Willard Foster, heir at law of Edward Foster, deceased, late of the United States Navy, \$259.06.

The amendment was agreed to.

The next amendment was, at the top of page 243, to insert:

NEW HAMPSHIRE.

To S. Augusta Tasker, widow of George E. Anderson, deceased, of Belknap County, \$48.59.

To Emma G. Jenness, widow of Thomas B. Gammon, deceased, of Rockingham County, \$208.00.

To Emma M. Gay, widow and executrix of Thomas S. Gay, deceased, late of the United States Navy, \$477.05.

To Hazel O. Goodsoe, Perle E. Nute, Leonora W. Goodsoe, and E. Shirlet Rundlett, children of Augustus O. Goodsoe, deceased, of Rockingham County, \$293.70.

To Marie S. Perrimond, widow of Xavier Perrimond, deceased, of Rockingham County, \$60.

The amendment was agreed to.

The next amendment was, on page 243, after line 16, to insert:

NEW JERSEY.

To Katharine M. Burnett, widow of Joseph C. Burnett, deceased, late of the United States Navy, \$96.31.

To Robert C. Ribbans, guardian of the minor heirs of Isalah E. Crowell, deceased, of Essex County, \$523.14.

To Helen M. Dodge, widow of Edward R. Dodge, deceased, of Camden, \$147.81.

To Nelson H. Drake, of Morris County, \$346.85.

To Louise E. Elder, widow of Robert D. Elder, deceased, of Essex County, \$144.84.

To Clara B. Hassler, widow of Charles W. Hassler, deceased, late of the United States Navy, \$566.35.

To Andrew McCleary, of Camden County, \$397.45.

To Amanda E. Macfarlane, widow of John Macfarlane, deceased, late of the United States Navy, \$254.79.

To Thomas Mason, late of the United States Navy, \$37.94.

To Robert C. Ribbans, guardian of the minor heirs of William N. Maul, deceased, of Essex County, \$159.

To Walter J. Mayer, Alfred J. Mayer, and Ida J. Mayer Storch, heirs of William H. Mayer, jr., deceased, late of the United States Navy, \$181.92.

To Clifford C. Pearson, jr., administrator of the estate of Clifford C. Pearson, deceased, of Middlesex County, \$294.49.

To Martha Singleton, widow of Edward B. J. Singleton, deceased, late of the United States Navy, \$102.49.

To Mary K. S. Brakeley, only child of Watson Smith, deceased, of Burlington County, \$102.

To Winnie M. Stillwell, widow of James Stillwell, deceased, of Essex County, \$30.75.

To Edward Lasell, guardian of the heirs at law of William H. Yeaton, deceased, of East Orange, \$628.06.

Mr. CRAWFORD. I offer an amendment in connection with this amendment. On page 244, in line 3, strike out the words "Robert D. Elder" and insert in lieu thereof "Robert B. Elder." It is to correct an error in an initial.

The amendment to the amendment was agreed to.

The amendment as amended was agreed to.

The next amendment was, on page 245, after line 10, to insert:

NEW MEXICO.

To Clifford B. Gill, of Dona Ana County, \$766.35.

The amendment was agreed to.

The next amendment was, on page 245, after line 13, to insert:

NEW YORK.

To Helen S. Abernethy and Charles H. Abernethy, sole heirs at law of John J. Abernethy, deceased, late of the United States Navy, \$191.05.

To William H. Bacon and Annie M. Smith, heirs at law of Francis H. Bacon, deceased, late of the United States Navy, \$186.22.

To Belle Bateman, widow of Arthur E. Bateman, deceased, late of the United States Navy, \$112.89.

To Fanny Belknap, widow of Charles Belknap, deceased, of Queens County, \$68.11.

To A. Nelson Bell, of Kings County, \$131.

To Louisa C. Bell, widow of Edward B. Bell, deceased, late of the United States Navy, \$875.92.

To Caroline H. Broadhead, widow of Edgar Broadhead, deceased, of Orange County, \$253.33.

To Christopher Bruns, of New York County, \$141.37.

To Albert Buhner, of Kings County, \$65.17.

To Rosalie C. Tone, heir at law of John Calhoun, deceased, late of the United States Navy, \$1,565.94.

To Marie L. Clark, widow of Lewis Clark, deceased, of Richfield Springs, \$195.06.

To Owen S. M. Cone, of Brooklyn, \$237.09.

To John P. Gillis, son of John P. Gillis, deceased, of New York County, \$74.14.

To Francis C. Green, executor of the estate of Francis M. Green, deceased, late of the United States Navy, \$373.24.

To G. De B. Greene, son of S. Dana Greene, of Schenectady County, \$373.95.

To William H. Hall, Charles G. Hall, Eleanor Darling, and Alexander H. Wells, heirs at law of Michael Hall, deceased, of Kings County, \$194.60.

To Martha D. Sturgis, daughter of Samuel F. Hazzard, deceased, of New York County, \$241.65.

To Harriet F. Hibben, widow of Henry B. Hibben, deceased, late of the United States Navy, \$722.45.

To Jessie F. Cole, sister of Frederick A. Howes, deceased, of Dutchess County, \$194.09.

To Robert Hudson, of Onondaga County, \$26.03.

To Frances R. Hunsicker, widow of Joseph L. Hunsicker, deceased, of Erie County, \$205.48.

To Eleanor C. Kloeppel, widow of Henry Kloeppel, deceased, late of the United States Navy, \$319.

To Caroline H. Lillie and Julia W. L. Symington, executrices of the estate of A. B. H. Lillie, deceased, of New York County, \$113.97.

To Selena A. Linnekin, widow of Thomas J. Linnekin, deceased, late of the United States Navy, \$154.92.

To Gilbert L. McGowan, late of the United States Navy, \$23.25.

To Robert H. McLean, of New York County, \$112.60.

To E. T. T. Marsh, late of the United States Navy, \$54.53.

To Joseph G. Myers, William W. Myers, sons of Joseph G. Myers, deceased, of Kings County, \$269.40.

To Mary H. Nicholson, widow of James W. A. Nicholson, deceased, of New York County, \$273.29.

To Annie E. Ogilvie, widow of James Ogilvie, deceased, late of the United States Navy, \$156.83.

To James Phillips, of New York City, \$724.65.
 To Alice H. Pierce, widow of Allen W. Pierce, deceased, late of the United States Navy, \$209.94.
 To Elizabeth M. Pitkin and Carrie Pitkin McDowell, heirs of Henry S. Pitkin, deceased, late of the United States Navy, \$382.21.
 To Ebenezer S. Prime, of Suffolk County, \$325.20.
 To George H. Sampson, Leander P. Sampson, Elias S. Willis, Henry P. Willis, James M. Willis, Jr., and Maria J. Akin, heirs at law of Daniel W. Sampson, deceased, residing in the States of New York, Massachusetts, and Oregon, \$936.68.
 To Louisa P. Seaman, widow of Stephen Seaman, deceased, late of the United States Navy, \$465.68.
 To Augusta W. Seely, widow of Henry B. Seely, deceased, of New York County, \$513.70.
 To John M. Steele, of Kings County, \$25.20.
 To Eleanor R. Swan and Charles B. Swan, heirs at law of Robert Swan, deceased, late of the United States Navy, \$233.42.
 To Edward D. Taussig, of Kings County, \$33.97.
 To Hobart L. Tremain, of Sullivan County, \$295.89.
 To Henrietta L. Tucker, widow of Thomas B. Tucker, deceased, late of the United States Navy, \$796.63.
 To Charles A. White and Isabelle G. White, sole heirs at law of Leverett H. White, deceased, residing in the States of New York and New Jersey, \$250.87.
 To Ira C. Whitehead, of Orange County, \$148.76.
 To Frederick W. Wunderlich, late of the United States Navy, \$58.04.

The amendment was agreed to.

The next amendment was, on page 250, after line 18, to insert:

NORTH CAROLINA.

To Augustus Rodney Macdonough, administrator of Charles S. Macdonough, deceased, late of the United States Navy, \$651.37.
 To Stephen A. Norfleet, administrator of Ernest Norfleet, deceased, of Bertie County, \$53.70.

The amendment was agreed to.

The next amendment was, at the top of page 251, to insert:

OHIO.

To L. C. Barclay, granddaughter of J. O'Connor Barclay, deceased, of Jefferson County, \$119.45.
 To James F. Fitzhugh, administrator of William E. Fitzhugh, deceased, of Clinton County, \$1,681.37.
 To Mary S. Franklin, widow of Gustavus S. Franklin, deceased, of Ross County, \$324.31.
 To Charles B. Gilmore, brother of Fernando P. Gilmore, deceased, of Jefferson County, \$44.11.
 To Esther H. Kautz, executrix of the estate of Albert Kautz, deceased, late of the United States Navy, \$211.07.
 To Fred B. McConnell, heir at law of Rufus S. McConnell, deceased, late of the United States Navy, \$568.03.
 To Nopie M. Le Breton, daughter of David McDougal, deceased, of Ross County, \$49.75.
 To Mrs. George C. Hagan, widow (remarried) of John G. Mitchell, deceased, of Huron County, \$101.88.
 To Joseph A. Scarlett, of Hamilton County, \$371.06.
 To Joseph G. C. Schenck and Sarah Crane, children of James E. Schenck, deceased, of Montgomery County, \$100.25.
 To Mary P. Shirley, executrix of the estate of James R. Shirley, only child of Paul Shirley, deceased, late of the United States Navy, \$1,167.43.
 To Maria S. Wright, sister of Arthur H. Wright, deceased, of Franklin County, \$23.29.

The amendment was agreed to.

The next amendment was, on page 252, after line 12, to insert:

PENNSYLVANIA.

To Richard Ashbridge, of Philadelphia County, \$49.31.
 To Adam K. Baylor, of York, \$275.59.
 To Lucius B. Blydenburgh, brother of Benjamin B. Blydenburgh, deceased, of Philadelphia County, \$378.59.
 To Georgiana Bonsall, widow of Edward Bonsall, deceased, of Delaware County, \$75.07.
 To Mattie H. Chaplin, widow of J. Crossan Chaplin, deceased, late of the United States Navy, \$102.50.
 To Elizabeth C. Van Reed, heir at law of George Cochran, deceased, late of the United States Navy, \$214.47.
 To William Cuddy, of Philadelphia County, \$74.79.
 To William L. Degn, Annette N. Degn McCoy, Minnie H. Degn Wilson, and Albert L. Degn, heirs of Laust E. Degn, deceased, late of the United States Navy, \$342.16.
 To Walter B. Dick, late of the United States Navy, \$64.31.
 To Michael C. Drennan, of Northampton County, \$15.89.
 To William W. W. Dwier, of Philadelphia County, \$241.60.
 To the Commonwealth Title Insurance & Trust Co., administrator de bonis non cum testamento annexo of the estate of Daniel Egbert, of Philadelphia, \$916.45.
 To the Pennsylvania Co. for Insurance on Lives and Granting Annuities, executor of Henry Etting, deceased, of Philadelphia County, \$665.86.
 To Ellen L. Faunce, widow of Peter Faunce, deceased, late of the United States Navy, \$401.76.
 To Herbert R. Green, administrator de bonis non of the estate of Nathaniel Green, deceased, of Berks County, \$400.75.
 To Margaret A. Hoffner, widow of Richard J. Hoffner, deceased, late of the United States Navy, \$255.78.
 To Samuel W. Latta, of Philadelphia County, \$105.68.
 To Margaretta D. Abbey, Henry Lelar, Jr., William D. Lelar, Mary D. Pierce, and Ellen D. Lelar, children and sole heirs at law of Henry Lelar, deceased, late of the United States Navy, \$312.37.
 To Mary E. Maxwell and Blanche M. Lewis, daughters of James McClelland, deceased, of Northampton County, \$684.25.
 To Mary McLeod, widow of Norman McLeod, deceased, late of the United States Navy, \$326.75.
 To E. Rittenhouse Miller, executor of J. Dickenson Miller, deceased, late of the United States Navy, \$1,852.33.
 To Rebecca P. Nields, executrix of Henry C. Nields, deceased, late of the United States Navy, \$960.
 To Adelaide R. Shaw, widow of Samuel F. Shaw, deceased, of Philadelphia County, \$659.73.
 To Georgia E. Morrison, administratrix of George Smith, deceased, late of the United States Navy, \$553.48.

To John C. Spear, of Montgomery County, \$232.60.
 To Robert Steel, late of the United States Navy, \$158.83.
 To Cornelia A. Ulmer, widow of Albert F. Ulmer, deceased, late of the United States Navy, \$388.51.
 To Phoebe N. Ver Meulen, widow of Edmund C. Ver Meulen, deceased, of Philadelphia County, \$55.89.
 To Henry Whelen, of Philadelphia County, \$158.12.
 To Fred White, son and heir at law of Edward W. White, deceased, late of the United States Navy, \$652.75.
 To P. Fendall Young, executor of William S. Young, deceased, of Philadelphia County, \$231.05.

The amendment was agreed to.

The next amendment was, at the top of page 256, to insert:

RHODE ISLAND.

To Frederick A. Caldwell, administrator of the estate of Charles H. B. Caldwell, deceased, of Woonsocket, \$80.75.
 To Charles L. Green and Samuel T. Green, executors of Charles Green, deceased, residing in Providence, R. I., and South Windsor, Conn., respectively, \$1,550.87.
 To Thomas Dunn, administrator of Charles Hunter, deceased, of Newport County, \$41.20.

The amendment was agreed to.

The next amendment was, on page 256, after line 12, to insert:

TENNESSEE.

To Flora C. Martine, widow of Alfred H. Martine, deceased, late of the United States Navy, \$691.91.

The amendment was agreed to.

The next amendment was, on page 256, after line 16, to insert:

UTAH.

To Mary V. R. Shipley, widow of George T. Shipley, deceased, late of the United States Navy, \$231.42.

The amendment was agreed to.

The next amendment was, on page 256, after line 20, to insert:

VERMONT.

To Henry L. Johnson, late of the United States Navy, \$142.47.

The amendment was agreed to.

The next amendment was, at the top of page 257, to insert:

VIRGINIA.

To Edward Ambler, executor of James M. Ambler, deceased, of Fauquier County, \$176.71.
 To George P. Barnes, of Norfolk County, \$160.27.
 To Mary J. Frothingham, Margaret E. Cavendy, Mary F. Coy, heirs at law of Edward Cavendy, deceased, late of the United States Navy, \$353.59.
 To Charles Schroeder, administrator of the estate of Samuel G. City, deceased, of Norfolk, \$332.72.
 To Margaret A. Blackmore, daughter of Charles F. Guillon, deceased, of Elizabeth City County, \$225.56.
 To H. S. Herman, administrator of William M. King, deceased, of Norfolk County, \$207.99.
 To John T. Newton, of Norfolk County, \$66.30.
 To James M. Odend'hal, administrator of John W. Odend'hal, deceased, of Norfolk County, \$671.23.
 To Alice C. McRitchie, Waring F. Reynolds, Clarence A. Reynolds, Henry S. Reynolds, C. Russell Reynolds, Virginia J. Reynolds, Frank H. Reynolds, Vernon T. Reynolds, and Fannie W. Reynolds, sole heirs at law of Silas Reynolds, deceased, residing in the States of Virginia, Maryland, and the District of Columbia, \$748.68.
 To Mary S. McIntosh and Elizabeth S. Taylor, children of John L. Saunders, deceased, of Norfolk County, \$210.
 To Louise V. Hudgins, daughter of Edward E. Stone, deceased, of Norfolk County, \$337.17.
 To Mary E. R. Smith, widow (remarried) of Emory H. Taunt, deceased, of Culpeper County, \$105.20.

The amendment was agreed to.

The next amendment was, on page 258, after line 16, to insert:

WEST VIRGINIA.

To Julia M. Woods and Mary E. Hagan, daughters: Mary J. Edelen and William M. Junkin, grandchildren, of David X. Junkin, deceased, of Berkeley County, \$203.16.
 To Harriet S. Lyeth, administratrix of Clinton H. Lyeth, deceased, late of the United States Navy, \$202.19.
 To Thornton T. Perry, son of Roger Perry, deceased, of Jefferson County, \$51.80.

The amendment was agreed to.

The next amendment was, at the top of page 259, to insert:

WISCONSIN.

To Charles C. Grafton, brother of Edward C. Grafton, deceased, of Fond du Lac County, \$720.39.

The amendment was agreed to.

The next amendment was, on page 260, after line 4, to insert:

CLAIMS OF OFFICERS OF THE UNITED STATES ARMY FOR ADDITIONAL PAY, COMMONLY KNOWN AS LONGEVITY CLAIMS, SO AS TO INCLUDE THE PERIOD OF CADET SERVICE IN THE UNITED STATES MILITARY ACADEMY AT WEST POINT.

CALIFORNIA.

To Virginia Forse, administratrix of the estate of Albert Gallatin Forse, deceased, of Riverside County, \$1,924.62.
 To Flora A. Janes, administratrix of Leroy L. Janes, deceased, of San Jose, \$752.08.
 To James M. Seawell, administrator of the estate of Washington Seawell, deceased, of San Francisco, \$2,237.55.
 To Julia E. Wilcox, widow of Orlando B. Wilcox, deceased, late of the United States Army, \$806.40.

DISTRICT OF COLUMBIA.

To Katherine Du B. Beale, administratrix of the estate of Samuel S. Carroll, deceased, of Washington, \$955.77.
 To Thomas L. Casey and Edward P. Casey, surviving executors of the estate of Thomas L. Casey, deceased, of Washington, \$1,699.83.

To Richard G. Davenport, brother and sole heir at law of Thomas Corbin Davenport, deceased, of Washington, \$1,190.95.
To Annie H. Eastman, administratrix of the estate of Seth Eastman, deceased, late of the United States Army, \$2,833.89.

To Ulrica Dahlgren Pierce, administratrix of the estate of Vinton A. Goddard, deceased, of Washington, \$549.84.

To Francis H. Hardie, Joseph C. Hardie, Caroline H. Neal, Catherine M. Hardie, and Isabelle H. Hardie, children and sole heirs at law of James Allen Hardie, deceased, of the District of Columbia, \$1,760.23.
To the Washington Loan & Trust Co., administrator of the estate of Edward McK. Hudson, deceased, of Washington, \$1,624.45.

To Mary B. Hunt, executrix of the estate of Henry J. Hunt, deceased, of the District of Columbia, \$1,781.29.

To Alexander Mackenzie, of the District of Columbia, \$2,215.47.
To Cornelia M. Mason, widow of John Sanford Mason, deceased, of the District of Columbia, \$1,412.14.

To Clara D. Miller, widow of John Miller, deceased, of the District of Columbia, \$5,335.44.

To the Washington Loan & Trust Co., administrator of the estate of Alfred Pleasanton, deceased, of Washington, \$1,320.83.

To the Washington Loan & Trust Co., administrator of the estate of Rufus Saxton, deceased, of Washington, \$1,239.65.

To John Paul Earnest, administrator of the estate of Sebree Smith, deceased, of the District of Columbia, \$1,188.73.

To the American Security & Trust Co., executor of the estate of Thomas Crook Sullivan, deceased, of Washington, \$2,009.38.

To Mary Tassin, widow of Augustus G. Tassin, deceased, of Washington, \$107.02.

To John A. Baker, administrator of the estate of William J. Twining, deceased, of the District of Columbia, \$2,438.85.

To the American Security & Trust Co., administrator de bonis non of the estate of Charles R. Woods, deceased, of the District of Columbia, \$1,080.99.

To Elizabeth P. O'Conner, widow (remarried), and Edward B. Wright, son and only child of Edward Maxwell Wright, deceased, late of the United States Army, \$1,101.32, to be proportioned as follows:
To Elizabeth P. O'Conner, a subject of Great Britain, \$367.11.
To Edward B. Wright, of the District of Columbia, \$734.21.

FLORIDA.

To Hugh T. Reed, of Orange County, \$814.68.

ILLINOIS.

To Maria N. Flint, widow of Franklin Foster Flint, deceased, of Highland Park, \$2,065.12.

IOWA.

To Daniel Robinson, of Des Moines, \$4,756.06.

KENTUCKY.

To Seneca H. Norton, of Ashland, \$436.32.

MAINE.

To Lincoln H. Newcomb, administrator de bonis non cum testamento annexo of the estate of Henry Prince, deceased, of Eastport, \$1,946.56.

MARYLAND.

To William M. Graham, sr., administrator of the estate of William Montrose Graham, deceased, of Anne Arundel County, \$590.80.

To Elizabeth B. Hughes, executrix of the estate of William Burton Hughes, deceased, of Baltimore, \$2,041.29.

To Catherine Tully, executrix of the estate of Redmund Tully, deceased, of Cumberland, \$2,013.06.

MASSACHUSETTS.

To Henry L. Abbot, of Cambridge, \$2,029.57.

To Isabelle H. Adams, administratrix of the estate of Arthur Hubert Burnham, deceased, of Boston, \$1,912.97.

To Henry M. Lazelle, of Worcester County, \$2,330.03.

To Mary O. H. Stoneman, administratrix of the estate of George Stoneman, deceased, of Boston, \$1,291.30.

MICHIGAN.

To Julia S. Weeks, administratrix of the estate of Capt. Harrison S. Weeks, deceased, late of the United States Army, \$1,572.70.

NEBRASKA.

To William F. Norris, of the United States Army, \$1,009.20.

NEW JERSEY.

To James Davison, United States Army, retired, \$2,917.98.

To John Henry Edson, of Union County, \$676.40.

To Henrietta B. Hawes, administratrix of the estate of David C. Houston, deceased, of Bergen County, \$2,071.02.

NEW YORK.

To H. W. Dresser, administrator de bonis non cum testamento annexo of the estate of William C. Forbush, deceased, of Erie County, \$1,737.65.

To Campbell T. Hamilton, administrator of the estate of John Hamilton, deceased, of New York City, \$1,757.91.

To Edward H. Peaslee and Edmund P. Kendrick, executors of the estate of Henry L. Kendrick, deceased, of New York City and Springfield, Mass., respectively, \$2,179.60.

To Jacob Ford Kent, of Albany County, \$2,755.84.

To Alexander Logan Morton, of New York City, \$1,542.27.

To Annie Fraser Wood, administratrix of the estate of Lafayette B. Wood, deceased, late of the United States Army, \$1,202.10.

OHIO.

To Caroline M. Clous, widow of John W. Clous, deceased, of Dayton, \$2,841.18.

To Virginia Lape, administratrix of the estate of Wentz Curtis Miller, deceased, of Hamilton County, \$1,543.60.

PENNSYLVANIA.

To the Fidelity Trust Co., executor of the estate of Joseph Roberts, deceased, of Philadelphia, \$2,246.19.

To Annie E. Ruff, executrix of the estate of Charles Frederick Ruff, deceased, of Philadelphia, \$1,755.52.

RHODE ISLAND.

To Mary Tooker Best, executrix of the estate of Clermont Livingston Best, deceased, of Newport, \$2,363.76.

SOUTH CAROLINA.

To Cecile W. King, daughter and only child of Stephen Moore Westmore, otherwise known as Stephen West-Moore, of Charleston, \$486.72.

Provided, That in the settlement of claims for longevity pay and allowances on account of services of officers in the Regular Army arising

under section 15 of an act approved July 5, 1838, entitled "An act to increase the present military establishment of the United States, and for other purposes," and subsequent acts affecting longevity pay and allowances, the accounting officers of the Treasury shall credit as service in the Army of the United States, within the meaning of said acts, all services rendered as a cadet at the United States Military Academy and as an enlisted man or commissioned officer in the Regular and Volunteer Armies, and no settlement heretofore made shall preclude a settlement under the terms of this act.

The amendment was agreed to.

Mr. JOHNSTON of Alabama. I wish to ask the chairman of the committee if it is in order now for me to offer an amendment to the paragraph which has just been read.

Mr. CRAWFORD. I would prefer to have the amendments of the Committee on Claims disposed of first. Then I shall be glad to give an opportunity for individual amendments.

The PRESIDING OFFICER. Without objection, the amendment is agreed to. The reading of the bill will be resumed.

The reading of the bill was resumed.

The next amendment of the Committee on Claims was, on page 267, after line 17, to insert:

MISCELLANEOUS CLAIMS WHICH ARE BASED ON COURT FINDINGS.

CALIFORNIA.

To the State of California, \$5,265.95.

KENTUCKY.

To the legal representative of James Harvey Dennis, \$26,538.50, being the sum found by the Court of Claims to be due to him by reason of certain contracts for the improvement of the Tennessee River.

To Louis Landram, administrator of William J. Landram, deceased, late collector of internal revenue for the eighth collection district of Kentucky, \$5,346.29.

MICHIGAN.

To John Alexander Besonen, of Marquette County, \$297.27.

NEW YORK.

To Isabella G. Francis, administratrix of the estate of Roger A. Francis, deceased, late a resident of the State of New York, \$17,185.47.

PENNSYLVANIA.

To Clayton G. Landis, administrator of the estate of David B. Landis, deceased, late of Lancaster, \$11,112.22; and to the estate of Jacob F. Sheaffer, deceased, late of Lancaster, \$34,055.

VIRGINIA.

To D. B. Barbour and Andrew P. Gladden, of Newport News, Va., and Clarksburg, W. Va., respectively, \$758.

Mr. CRAWFORD. There is an error in the computation of the items under California, and it is necessary to amend the amendment. I offer the amendment I send to the desk.

The PRESIDING OFFICER. The amendment to the amendment will be stated.

The SECRETARY. On page 267, line 20, strike out the word "five" and insert in lieu thereof the word "twenty-eight."

The amendment to the amendment was agreed to.

The amendment as amended was agreed to.

Mr. CRAWFORD. I desire to offer an amendment, to be inserted in line 9, on page 269. It is to save administration costs where the amounts are so small that the cost of administration would eat up the amount of the claim.

The PRESIDING OFFICER. The amendment will be stated.

The SECRETARY. On page 269, line 9, after the words "Army or Navy," it is proposed to insert:

Or for overtime in United States navy yards.

The amendment was agreed to.

The next amendment was, on page 270, after line 9, to insert as a new section the following:

SEC. 4. That from and after the passage and approval of this act the jurisdiction of the Court of Claims shall not extend to or include any claim against the United States based upon or growing out of the destruction of any property or damage done to any property by the military or naval forces of the United States during the war for the suppression of the rebellion; nor to any claim for stores and supplies taken by or furnished to or for the use of the military or naval forces of the United States, nor to any claim for the value of any use and occupation of any real estate by the military or naval forces of the United States during said war; nor shall said Court of Claims have jurisdiction of any claim which is now barred by the provisions of any law of the United States.

The amendment was agreed to.

The reading of the bill was concluded.

Mr. CRAWFORD. Mr. President, this is probably as far as we shall be able to proceed this morning. It concludes the reading of the amendments so far as concerns those proposed by the committee.

I desire to press the bill for consideration during the morning hour to-morrow, and if Senators have amendments which they wish to present and have voted upon I hope they will then be ready.

Mr. LODGE. Mr. President, I have two amendments.

The PRESIDING OFFICER. The bill is still in the Senate as in Committee of the Whole and open to amendment.

Mr. LODGE. I have two amendments to offer, to come in on page 264, after line 17. They are two claims for longevity pay, which came in too late to be dealt with by the committee.

Longevity claims have all been allowed, and the committee has gone further and has brought in a clause providing for their being paid without the necessity of going in as separate claims in bills—a general payment. Therefore, I think these two should be included with the other longevity claims.

Mr. CRAWFORD. I think the committee can accept those amendments. They are in exactly the same class and are governed by the same law and decisions of the courts as the items of that character in the bill.

Mr. SMOOT. I should like to ask the chairman of the committee whether he expects to accept amendments embracing other classes of claims under the headings as found in this bill?

Mr. CRAWFORD. Certainly not. But I think that in a case like this, where the courts have settled the question and the Court of Claims has made a finding, it being exactly the same as 75 others, the committee ought really to accept the amendment, but outside of cases which come within such classes I do not propose to accept amendments.

Mr. LODGE. A general clause has been put in covering all these claims. They are not open to a single objection, of course.

Mr. SMOOT. I did not rise to make any objection, but I wanted to know what the policy of the chairman of the committee was to be in relation to other amendments that may be offered, because if such amendments are to be offered to this bill, and are to be accepted by the chairman, it seems to me the bill will be opened so widely and loaded so heavily that it will be almost impossible to pass it.

Mr. CRAWFORD. I will say very frankly that I shall oppose, generally, amendments to this bill unless there is some reason so manifest why they should be allowed that the committee can accept them. Otherwise I certainly shall feel like referring them to the Senate and having them discussed.

The PRESIDING OFFICER. The Secretary will state the amendments proposed by the Senator from Massachusetts.

The SECRETARY. On page 264, after line 17, it is proposed to insert:

To Frank H. Phipps, of Springfield, Mass., \$2,314.17.
To Clifford H. Frost and Frank B. McAllister, trustees under the will of Zealous B. Tower, late of the United States Army, \$1,669.51.

The amendments were agreed to.

Mr. SHIVELY obtained the floor.

Mr. CRAWFORD. The Senator from Connecticut has an amendment exactly the same as that of the Senator from Massachusetts.

The PRESIDING OFFICER. The Chair has recognized the Senator from Indiana, who has the floor.

Mr. SHIVELY. Mr. President, I have here an amendment which I think is identical in nature with the amendment just offered, which was accepted by the chairman of the committee. It is an amendment to come in on page 259, after line 4. I send the amendment to the desk.

The PRESIDING OFFICER. The amendment proposed by the Senator from Indiana will be stated.

The SECRETARY. On page 259, after line 4, it is proposed to insert:

To Thomas Addington, of Winchester, Ind., \$78.54.

Mr. CRAWFORD. At what place on page 259 is it to be inserted?

The PRESIDING OFFICER. On page 259, after line 4.

Mr. CRAWFORD. Is that a longevity claim? I will ask the Senator from Indiana to hand it to me, and let it go over until we take up the bill to-morrow.

Mr. SHIVELY. I do not want to take any chances.

Mr. CRAWFORD. I shall probably have no objection to it.

Mr. SHIVELY. I think it is exactly the same kind of claim that was presented and which was accepted by the chairman of the committee. I want to add, however, that it seems there has been some change in the print of the bill since I filed this report, so that perhaps that is not precisely the place in the bill where the amendment should appear.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore (Mr. BACON) having announced that the time had arrived for the consideration of the articles of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, and Mr. Robert W. Archbald, jr.

The managers on the part of the House of Representatives appeared in the seats provided for them.

The PRESIDENT pro tempore. The Sergeant at Arms will make proclamation.

The Assistant Sergeant at Arms (Mr. Cornelius) made the usual proclamation.

The PRESIDENT pro tempore. The Journal of the last sitting of the court will be read.

Mr. GALLINGER. Mr. President, I would raise the question of a quorum.

The PRESIDENT pro tempore. The Senator from New Hampshire makes the point of no quorum. The Secretary will call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Cullom	McLean	Smith, Ariz.
Bacon	Curtis	Martin, Va.	Smith, Ga.
Bailey	Davis	Martine, N. J.	Smith, Md.
Bankhead	Dixon	Massey	Smith, Mich.
Borah	du Pont	Myers	Smith, S. C.
Brandeggee	Fletcher	Newlands	Smoot
Bristow	Foster	O'Gorman	Stephenson
Brown	Gallinger	Oliver	Sutherland
Bryan	Gardner	Overman	Swanson
Burnham	Guggenheim	Page	Thornton
Burton	Hitchcock	Penrose	Townsend
Clapp	Johnson, Me.	Perkins	Warren
Clark, Wyo.	Johnston, Ala.	Perky	Wetmore
Clarke, Ark.	La Follette	Pomerene	Works
Crane	Lea	Richardson	
Crawford	Lodge	Root	
Culberson	McCumber	Shively	

Mr. CULBERSON. The Senator from Oregon [Mr. CHAMBERLAIN] is absent necessarily on business of the Senate. I make that announcement for the day.

Mr. PAGE. On account of the continued illness of my colleague [Mr. DILLINGHAM], he is absent from the city.

Mr. WORKS. The senior Senator from Washington [Mr. JONES] is necessarily absent on business of the Senate. I make this announcement for the day.

Mr. SHIVELY. My colleague [Mr. KERN] is unavoidably absent from the Senate. I make this announcement to stand for the day.

The PRESIDENT pro tempore. Upon the call of the roll of the Senate 65 Senators have responded to their names. A quorum of the Senate is present. The Secretary will read the Journal of the last session of the Senate sitting as a Court of Impeachment.

The Journal of yesterday's proceedings of the Senate sitting as a Court of Impeachment was read.

Mr. WORTHINGTON. I should like to hear read again what is in the minutes as to the description of the papers which were subject matter of the vote. As I understood it, it did not seem to me to be correct.

The PRESIDENT pro tempore. The Secretary will again read the item.

The Secretary read as follows:

Pending the examination of the witness, Mr. WEBB offered in evidence copy of an assignment by E. J. Williams to William P. Boland of two options covering a culm bank known as Katydid, executed on the 5th of September, A. D. 1911.

Mr. WORTHINGTON. That is correct.

The PRESIDENT pro tempore. If there are no objections to the Journal, it will be considered as approved.

Mr. BANKHEAD. Mr. President, I ask that I may be sworn.

The PRESIDENT pro tempore. Senators who are present who have not heretofore been sworn will advance to the desk and take the oath.

Mr. BANKHEAD and Mr. LEA advanced to the Vice President's desk, and the oath was administered to them by the President pro tempore.

Mr. WORKS. Mr. President, I offer the following order.

The PRESIDENT pro tempore. It will be read.

The Secretary read as follows:

Ordered, That such briefs and citations of authorities as have already been prepared by the managers on the part of the House and counsel for the respondent be filed with the Secretary and printed in the Record for the immediate use of Senators.

Mr. Manager CLAYTON. Mr. President, I thought the Senate had indicated its pleasure yesterday to await the disposition of the matter of presenting the briefs until the argument of the case was to be had.

I wish to say, Mr. President, assuming the ruling of the Senate yesterday to be to the effect that the managers would not be expected to bring any brief to-day, they have not brought a brief into the Senate at this time. If, however, Mr. President, the Senate sees fit to adopt that order the managers will acquiesce in it and will at the earliest practicable moment bring into the Senate the brief which they have prepared—and to which perhaps they may wish to add a little between now and the time of its presentation—and file it in accordance with the order, so that it may be printed.

Mr. WORTHINGTON. We, too, Mr. President, had assumed that that matter would come up later in the trial. But very soon after the brief of the managers shall be filed, of which

we will be furnished a copy, of course, we will submit our brief in reply.

The PRESIDENT pro tempore. Is there objection to the order which has been read from the desk? The Chair hears none, and it will be considered as having been unanimously ordered.

Mr. Manager WEBB. Mr. President, may I at this point make one correction in the RECORD? On page 98, in the right-hand column, five paragraphs from the bottom, the question was, "I understand that when the note was gone," and so forth. It should read "when the note was drawn."

The PRESIDENT pro tempore. That correction is recognized as proper by all, and it will be made.

Mr. WORTHINGTON. Mr. President, I would like to ask whether we can be furnished with a copy of the proceedings each day.

The PRESIDENT pro tempore. Undoubtedly.

Mr. WORTHINGTON. We have none on our desks.

The PRESIDENT pro tempore. The Chair will direct that there be furnished each day to the counsel and to the managers a sufficient number of copies. The Chair is informed that they are now upon the desks of the counsel.

Mr. WORTHINGTON. I meant the CONGRESSIONAL RECORD.

The PRESIDENT pro tempore. The Chair will direct that the managers and the counsel for the respondent be furnished with copies of the RECORD also each day.

Mr. Manager WEBB. May I now ask that Mr. E. J. Williams be recalled as a witness?

Mr. Manager CLAYTON. Mr. President, my brother WEBB was not at the session held by the managers this morning. He was detained elsewhere, but all the managers with the exception of my brother WEBB were present. It was called to our attention that a certain witness who has been subpoenaed announced that he did not intend to come here unless brought on process issued by the Senate. It appeared yesterday, Mr. President, from reading the returns of the Sergeant at Arms, that Mr. J. H. Rittenhouse, an important witness in this case, had been regularly subpoenaed to attend and was required to be here yesterday. He was not here yesterday. He is not here to-day. He is the witness who, we are informed, said he would not come unless brought here by process of the Senate.

Therefore, Mr. President, I ask to have called the officer who served the subpoena upon the witness and prove the service. Then I shall ask for an attachment to bring him here.

The PRESIDENT pro tempore. He will be called.

James K. Julian appeared and was sworn.

Mr. Manager CLAYTON. Mr. President, will you interrogate him as to the service?

The PRESIDENT pro tempore. Mr. Julian, were you charged with the service of a subpoena upon Mr. J. H. Rittenhouse?

Mr. JULIAN. I was.

The PRESIDENT pro tempore. Did you serve it?

Mr. JULIAN. I did.

The PRESIDENT pro tempore. At what time and place?

Mr. JULIAN. Saturday, November 3, at 10 a. m., 713 Connell Building, Scranton, Pa.

The PRESIDENT pro tempore. In what manner did you serve him?

Mr. JULIAN. I served him personally and left a copy.

The PRESIDENT pro tempore. Delivering him a copy?

Mr. JULIAN. Delivering him a copy.

Mr. Manager CLAYTON. I failed to catch, Mr. President, whether you asked the witness what his office is.

Mr. JULIAN. I am an employee in the office of the Sergeant at Arms of the Senate.

Mr. Manager CLAYTON. And by the direction of the Sergeant at Arms of that office you served this subpoena upon J. H. Rittenhouse?

Mr. JULIAN. I did.

Mr. Manager CLAYTON. Mr. President, I make the statement that we are entitled to this attachment by reason that the witness was not here at the sitting when his name was called. Therefore I should like for him to be called now.

The PRESIDENT pro tempore. The Sergeant at Arms will call the name of the witness.

The ASSISTANT SERGEANT AT ARMS. Mr. James H. Rittenhouse! James H. Rittenhouse! James H. Rittenhouse! Appear and answer the summons.

Mr. Manager CLAYTON. The witness not having answered, Mr. President, I move for the appropriate order.

The PRESIDENT pro tempore. The manager will send it to the desk and it will be acted upon at once.

Mr. Manager CLAYTON (after a pause). I will ask that the Secretary report the proposed order.

The PRESIDENT pro tempore. The Secretary will report it.

The Secretary read as follows:

Ordered, That an attachment do issue in accordance with the rules of the Senate of the United States for one J. H. Rittenhouse, a witness heretofore duly subpoenaed in this proceeding on behalf of the managers of the House of Representatives.

The PRESIDENT pro tempore. Is there objection to the adoption of the order just read from the desk? If not, it will be considered as having been unanimously adopted, and the necessary attachment will be issued.

TESTIMONY OF E. J. WILLIAMS—CONTINUED.

Mr. Manager WEBB. Now, I ask that E. J. Williams be called. It has been suggested that the few remaining questions which I am to ask this witness may be heard more distinctly by standing at this point in the Chamber. [Taking a position in the aisle.]

E. J. Williams appeared and took the seat at the Secretary's desk provided for witnesses.

Q. (By Mr. Manager WEBB.) Mr. Williams, yesterday afternoon, just before the Senate adjourned, I asked you if you knew that C. G. and W. P. Boland were parties to a lawsuit pending at the time you presented that note to them from Judge Archbald, and you said you did not remember. Is that correct?—A. I can not hear you very well, sir.

Q. Yesterday afternoon I understood you to say that when the note was drawn by Judge Archbald to John Henry Jones and signed by Judge Archbald, and indorsed by Judge Archbald, yourself, and Jones, and was turned over to you to be discounted, and when you started to Mr. Boland to have him discount it, you did not know that W. P. or Christy Boland were parties to a suit then pending in Judge Archbald's court.—A. I do not think they were, sir.

Q. If I may be permitted to refresh your recollection, let me ask you if you did not swear before the Judiciary Committee last May—

Mr. WORTHINGTON. On what page?

Mr. Manager WEBB. Page 479.

The WITNESS. Look at the date on the note and look at the date of the suit.

Q. (By Mr. Manager WEBB.) If the note was drawn in the summer or fall of 1909—A. Yes. There was not suit then.

Q. Let me ask you this question: Did you not swear before the Judiciary Committee as follows—A. I might swear wrong, you know, because I did not know the date exactly.

Q. Listen to this question please, Mr. Williams:

The CHAIRMAN. At the time you presented the note to Boland and asked him to discount it, did you know that either one or both of the Bolands was party defendant in a case pending before Judge Archbald? Mr. WILLIAMS. Well, I did know; but I did not think of that, though—that that had anything to do with it.

Did you swear to that before the Judiciary Committee?

A. I did not know and never considered anything of the kind.

Q. Judge Archbald, in his answer, admits that when this note was executed by him and turned over to you and Jones for discount there was a suit pending in his court in which the two Bolands were parties because they owned two-thirds interest in the Marian Coal Co. If the judge knew that, I ask if you did not know it too?—A. No, sir; I did not know it.

Q. I ask you if you did not swear before the Judiciary Committee that you did know it—

Well, I did know, but I did not think that had—

A. No, sir.

Q. "That had anything to do with it"?—A. No, sir; not with me at that time. I did not go there on any suit or any consideration of any suit. I went there as a friend to them.

Q. I understand that, Mr. Williams.—A. They were, I think, friendly with me all right.

Q. The point I want to bring out is whether or not you knew when you carried that note to the Bolands that they were interested in a suit then pending in Judge Archbald's court?—A. I never considered that at all.

Q. Did you swear last May before the Judiciary Committee that you knew it?—A. I do not remember whether I did or not.

Q. You were intimate with the Bolands, were you not?—A. Very intimate with them; yes, sir.

Q. And intimate with the Judge?—A. Yes, sir; with them all.

Q. Do you mean to say that you did not know the Bolands were interested in a suit with Peale against the Marian Coal Co.?—A. No, sir; I did not know. I am perfectly honest in my opinion all right that I did not know, and never considered it in the transaction at all.

Q. I asked you yesterday afternoon if you did not go to Judge Archbald immediately after you were subpoenaed to come down and testify before the Judiciary Committee, and you answered "I do not remember." Do you remember now whether or not

you did go to Judge Archbald's office immediately after you were subpoenaed to come before the Judiciary Committee?—A. I should not wonder a bit if I did.

Q. Did you?—A. Yes, sir; I did.

Q. Did you go to his office in the Federal Building in Scranton immediately after you were subpoenaed to come before the Judiciary Committee?—A. Yes, sir.

Q. I ask you if you swore this before the Judiciary Committee—

Mr. WORTHINGTON. On what page?

Mr. Manager WEBB. Page 800 [reading]:

The CHAIRMAN. John Henry Jones, testifying last Saturday, I believe, said that when he went to Judge Archbald's office last Monday—that is, the Monday before the one just gone—to have a note indorsed by the judge he found you present. Were you there?

Mr. WILLIAMS. Yes, sir.

The CHAIRMAN. That was after you had been subpoenaed to testify before this committee, was it not?

Mr. WILLIAMS. I guess it was; yes, sir.

The CHAIRMAN. Why did you go to Judge Archbald's office after you had been subpoenaed to come before this committee to testify?

Mr. WILLIAMS. I did not go about the—I just told him I was subpoenaed on the case.

The CHAIRMAN. You went down to his office to tell him you had been subpoenaed?

Mr. WILLIAMS. Yes, sir; I got subpoenaed.

The CHAIRMAN. What else did you tell him?

Mr. WILLIAMS. That is all he said to me—to tell the truth and the whole truth about it—and that is all. And that is all the talk I had about the thing altogether. "Tell the whole truth to them," he says, "the whole thing." That is what the judge said to me.

The CHAIRMAN. How many conversations have you had with Judge Archbald about the sale of this culm bank since Mr. Brown examined you on March 23, 1912?

Mr. WILLIAMS. Not many.

The CHAIRMAN. How many would you say, Mr. Williams?

Mr. WILLIAMS. Well, I might have three or four talks with him now and then.

Is that correct? Is it true that you were in Judge Archbald's office?—A. Yes, sir.

Q. On Monday morning, after having been subpoenaed here on Sunday?—A. Yes, sir.

Q. Why did you go to Judge Archbald's office immediately after you were subpoenaed to come down here and testify in this investigation before the House committee?—A. I think it was natural for me to go there. Was it not?

Q. Why was it natural?—A. And tell him what was going on. That is the point. He told me then, sir, to tell the truth and let the consequences go where they will. That is what he told me, and I am telling you the truth.

Q. So you remember this morning that you did go to his office, and you did not remember it yesterday. Now, I ask you if you did not give this to the Judiciary Committee as a reason why you went there? It is found on page 803, in your testimony:

Mr. WILLIAMS. He did pay my fare; yes, sir.

Mr. WEBB. You did say, too, that the only time you saw him was at the railroad station; is that right?

Mr. WILLIAMS. I seen him. I was in the office Monday morning, and I was there for the same purpose as I was when I went to the depot to meet him—to get money to come here. That was my object.

Did you swear that before the Judiciary Committee?—A. Yes, sir.

The PRESIDENT pro tempore (after a pause). The witness has answered the question.

The WITNESS. Yes, sir.

Q. (By Mr. Manager WEBB.) Now, one more question, Mr. Williams. When you were talking to the judge about Mr. May's refusal to let you have this option after, as you said yesterday, Mr. May had gruffly declined to give it to you, did the judge then and there tell you that he had some cases in which Brownell was interested, and that he would go to see Brownell?—A. You say that. I do not understand you all right. Let me understand you better.

Q. I ask you if, after Mr. May had gruffly declined to let you have this option on the Katydid culm bank and you returned to the judge with that information, if the judge told you then and there that he had some cases before his court in which Brownell was interested?—A. No; I picked up the paper myself, sir, off the desk there. "Here are some cases," I said, "against the Erie, ain't they—these lighterage cases; two cases there?"

Q. Let me ask you this question, then. On page 588 of the record before the House Committee on the Judiciary I ask you if the chairman did not make this statement to you,

And he told you—

Referring to the judge—

that the lighterage case was one of the cases that Brownell and the railroad company were interested in?

Mr. WILLIAMS. Yes, sir.

The WITNESS. Yes, sir; those are the cases that are on the paper.

Q. (By Mr. Manager WEBB.) Did he tell you that Brownell was interested in those cases?—A. No, sir; he did not tell me nothing of that kind.

Q. I thought you said yesterday that you knew that Mr. Brownell was marked counsel?—A. I did not tell you any such thing, sir.

Q. What?—A. I did not tell you that. I told you that I picked up that paper off the desk and the two cases I seen there, and I asked what "lighterage" meant. I did not know what it meant at all. I did not know what lighterage was, and he explained to me the lighterage.

Q. Why were you examining the United States Commerce Court judge's docket? Why were you examining his docket at that time? When you were talking about securing this culm dump from the Erie Railroad, why were you examining his docket?—A. I do not understand that.

Q. Why were you examining the judge's docket—the brief, or whatever you call it?—A. The trial list was on the table, on the desk.

Q. Why were you looking into the trial list of cases before his court?—A. I just looked at it and picked it up.

Q. Was the word "lighterage" written on it?—A. Yes, sir.

Q. Did you then ask the judge what "lighterage" meant?—A. I did; yes, sir.

Q. Did he tell you then that that was one of the cases in which Brownell was interested, and that he would go to see Brownell?—A. That that was one of the cases against the Erie at the time.

Q. Why were you talking about cases which the Erie had? Was it because you were trying to get this dump from the Erie?—A. Because those were the cases that I seen on the list, sir.

Q. And you were trying to get the Katydid dump from the Erie, from Mr. May; is that right?—A. What?

Q. And that you were trying to get the Katydid culm dump through Mr. May from the Erie Railroad; is that right?—A. No; I was not. I told you that those are the first cases that I seen on the list.

Q. I understand. And the Erie Railroad owned this culm dump?—A. Yes, sir.

Q. And you were trying to get the culm dump from Mr. May, who was the agent of the Erie Railroad by being the manager of the coal company—that you were trying to get this dump from Mr. May? Now, can you tell me why you and Judge Archbald should discuss the two cases at that particular time concerning the Erie Railroad Co., which company was a party defendant in his Commerce Court at that time?—A. I can not tell you why.

Q. You can not tell us why?—A. I can not tell you why, sir; because those were the first cases I seen there on the paper.

Q. Let me ask you this question: How long after you and the judge discussed these lighterage cases was it before the judge went to New York to see Brownell?—A. Oh, well, I could not tell you that.

Q. Was it three days or a week?—A. How could I tell you that? I do not keep those things stamped on my mind, you know. I could not tell you whether it was a week or whether it was a month. I do not know.

Q. You know it was not a month, do you not?—A. What?

Q. You know it was not a month?—A. I could not tell you.

Q. Anyway, I understood you to say that the judge told you that he had gone to New York and had seen Brownell, and also that he had seen Mr. May on the street the day before, and that Mr. May said "tell Mr. Williams to come up and he can get that."—A. That is right, sir.

Q. Listen, Mr. Williams: "Mr. May likes you very much and you can get that and anything else you want."—A. Oh, well, that is right.

Q. How much of that did he tell you?—A. That is all right. How is that?

Q. How much of that did he tell you? Did he tell you that May had told him to tell you to come up and get the option?—A. I went up right straight, sir, and got it.

Q. Who told you to go and get it?—A. Judge Archbald told me to go and get it; that he had seen May, happened to meet him on the street, and that he told him to tell me to come up and see him. I went up and I got it.

Q. And at that time he had already seen Brownell? Is that right?—A. Yes, sir.

Q. That he had been to New York and had seen Brownell?—A. That is all right.

Q. I want to ask you if you talked—

Mr. POMERENE. Mr. President, I should like to have the question submitted to the witness which I send to the desk, and also, following that question, one other.

The PRESIDENT pro tempore. The question desired to be propounded to the witness by the Senator from Ohio will be read.

The Secretary read as follows:

Q. Did you or Judge Archbald first speak about these cases being on the trial list?

The WITNESS. No, sir.

Mr. POMERENE. I suggest that the question be repeated to the witness.

The PRESIDENT pro tempore. The Secretary will again read the question to the witness.

The Secretary again read the question.

The WITNESS. No, sir. I looked at the cases myself. Judge Archbald did not tell me.

Mr. POMERENE. I do not believe the witness understands the question.

The PRESIDENT pro tempore. The witness has substantially answered the question, the Chair thinks.

Mr. POMERENE. Which one first mentioned the fact of these cases being on the docket?

The WITNESS. Me, sir.

The PRESIDENT pro tempore. The next question desired to be propounded by the Senator from Ohio will be read:

The Secretary read as follows:

Q. Did you and the judge ever before speak of other cases on the docket?

The WITNESS. No, sir; never before.

Q. (By Mr. Manager WEBB.) Mr. Williams, then you say that that is the only time you and the judge ever discussed cases on his docket?—A. What?

Q. I understand you to say that that is the only time you and the judge ever discussed cases on his docket?—A. Only as I asked him the question of what lighterage meant. That was the only question, sir.

Q. But the question was, did you and the judge ever discuss any other cases on his docket?—A. No, sir.

Q. That is the only case, then, that you ever discussed with him?—A. The only case, sir.

Mr. Manager WEBB. Mr. President, I should like to introduce the following letter—

Mr. WORTHINGTON (after examining the letter). That is agreed to.

Mr. Manager WEBB. I desire that the letter shall be read. Now, Mr. Williams, I wish you would please listen to this letter.

The PRESIDENT pro tempore. The Secretary will read, as requested.

The Secretary read the following letter, which was marked "Exhibit No. 10":

[U. S. S. Exhibit 10.]

(R. W. Archbald, Judge United States Commerce Court, Washington.)

SCRANTON, PA., September 20, 1911.

MY DEAR MR. CONN: This will introduce Mr. Edward Williams, who is interested with me in the culm dump about which I spoke to you the other day. We have options on it both from the Hillside Coal Co. and from Mr. Robertson, representing Robertson & Law, these options covering the whole interest in the dump. This dump was produced in the operation of the Katydid colliery by Robertson & Law, and extends to the whole of the dump so produced. I have not seen it myself, but, as I understand it, this dump consists of two dumps a little separate from each other, but all making up one general culm or refuse pile made at that colliery. Mr. Williams will explain further with regard to it, if there is anything which you want to know.

Yours, very truly,

R. W. ARCHBALD.

Q. (By Mr. Manager WEBB.) Mr. Williams, did you carry that letter by your hand to Mr. Conn?—A. Yes, sir.

Q. You did?—A. Yes, sir.

Q. I believe you stated yesterday that you proposed to sell to Mr. Conn for \$20,000?—A. What?

Q. I believe that you stated that you proposed to sell to Mr. Conn for \$20,000?—A. No, sir; I did not.

Q. No; it was 27½ cents a ton that you agreed to sell to him for.—A. Yes, sir; that is right now; but the \$20,000 was not in it at all.

Q. Anyway that deal was not consummated, not closed; Conn did not buy it?—A. They did not think that the title was good enough.

Q. I understand. He did not buy it?—A. No, sir.

Q. Then later you negotiated with Jones—Thomas Howell Jones—for it, and he did not buy it?—A. No; but it was not on account of the title that Thomas Jones did not take it.

Q. I understand that. Then you negotiated the sale of it with Bradley last April. Is that right?—A. I told you yesterday that this thing was sold for \$20,000, sir.

Q. To Bradley?—A. To Bradley; yes, sir.

Q. And did this investigation which was going on in Scranton and in Washington break up that sale?—A. If this investiga-

tion had not come for two days I would have sold it and got the money, sir.

Q. Did Judge Archbald write you and give you the letter to take to Conn?—A. Judge Archbald did, and I wrote the last letter; me and Boland—Bill Boland—had that letter to Conn dictated, and I took it over myself to him.

Q. I understand; but as to the letter you have just heard read from the Secretary's desk, did the judge give you that letter to take to Conn?—A. The judge?

Q. Yes; the letter which was just read from the desk there a moment ago introducing you to Mr. Conn.—A. I think that was my own letter, was it not?

Q. What was your answer to that?—A. Was not that my own letter?

Q. I suspect you have the letters confused. The letter I refer to is the one dated Scranton, September 20, 1911:

MY DEAR MR. CONN: This will introduce Mr. Edward Williams, who is interested with me in the culm dump—

The WITNESS. All right. Yes; that is right.

Q. (By Mr. Manager WEBB.) Who gave you this letter to take to Conn?—A. The judge.

Q. Who wrote it?—A. I guess the judge.

Q. Judge Archbald, do you mean?

Mr. WORTHINGTON. That is admitted. There is no question about it.

Mr. Manager WEBB. Very well.

Q. (By Mr. Manager WEBB.) After the deal with Bradley for the dump failed, did you talk to Judge Archbald about this matter?—A. No, sir; I did not tell Judge Archbald when I was selling it to Bradley. I made that from my own mind. I did not tell Judge Archbald that I was going to sell it. He did not know that I was selling it.

Q. I ask you this question: If, after May recalled that tentative deed to Bradley and the contract was withdrawn and Bradley was unable to buy it on account of May's refusing to make the deed—I ask you if you talked to Judge Archbald about the failure to make the trade with Bradley?—A. I did not; no, sir. I did not tell Judge Archbald about the sale of it at all. I went on and done it myself.

Q. You mean that you would make an important deal of that kind without your partner or friend being consulted?—A. Oh, yes; I was going to sell it, anyhow. I meant to give him half, all right. I did not mean to cheat him out of it at all; no, sir. I am not that kind of a man, sir.

Q. I ask you this question: If you did not swear before the Judiciary Committee with reference to the question as to whether or not you had talked with Judge Archbald after Bradley had failed to get the deed, as follows:

The CHAIRMAN—

Mr. WORTHINGTON. I ask from what page the manager is reading?

Mr. Manager WEBB. Pages 524 and 525.

The CHAIRMAN. After the deal failed of consummation, did you talk with him?

Mr. WILLIAMS. Yes.

The CHAIRMAN. What was that conversation?

Mr. WILLIAMS. Well, he did not want to sell it.

The CHAIRMAN. Why?

Mr. WILLIAMS. He wanted to let it stand there.

The CHAIRMAN. Then he changed front entirely on the matter of selling it and dividing the profit, he taking a third; he had changed his mind entirely about it, had he?

Mr. WILLIAMS. He thought it would be worth more some other time.

The CHAIRMAN. Then you and he agreed that all your efforts to sell to Conn were not in earnest, and you did not want to sell to Conn?

Mr. WILLIAMS. Yes, sir.

The CHAIRMAN. You agreed to do that. Why did you agree that you did not want to sell it, and when did you reach the conclusion that you did not want to sell it?

Mr. WILLIAMS. About three or four weeks ago.

I ask you if you swore that before the Judiciary Committee?—A. What is your question? Ask me the question square, and then I will answer it.

Q. The question, then, boiled down, is, after the Bradley deal failed the chairman asked you if you talked to the judge, and you said yes. Is that right?—A. Yes.

Q. And that you and the judge then agreed that you did not want to sell this dump; that the judge thought it would bring more at some later time?—A. The judge did not want to sell it.

Q. At that time?—A. No, sir.

Q. Then, I suppose you did swear this before the Judiciary Committee?—A. The judge did not want to sell it at the time, but I did; I wanted to sell it.

Q. And that was in April, was it not, that he did not want to sell?—A. I could not tell you the time. I can not tell you exactly the time or the date.

Q. You swore before the committee that it was "three or four weeks ago," when you were examined here about the 9th

or 10th of May, so that would have made it some time in April. Is that right?—A. Oh, yes.

Q. I ask you now if at that time it was not rumored around in Scranton that this investigation was being held into Judge Archbald's conduct, and I ask you if that is the reason that the judge stopped you from making any other sale of this culm dump?—A. Yes.

Q. That is true, is it?—A. Yes.

Q. Mr. Williams, after you had presented this \$500 note to one of the Bolands, or both of them, for discount, and they declined to discount, I ask you if, subsequent to that time, several months, you did not tell one of the Bolands, or both of them, that they made a great mistake in not discounting that note?—

Mr. WORTHINGTON. I object to that question.

Mr. Manager WEBB. Let me finish it—if they did not make a great mistake in failing to discount that note; that if they had discounted it they would not have lost their suit?

The WITNESS. I never said such a thing, sir.

The PRESIDENT pro tempore. Wait a moment. The Chair understands counsel to object.

Mr. WORTHINGTON. What is the use of objecting, Mr. President, since the witness has stated sufficient of his answer to show what it will be?

The PRESIDENT pro tempore. The Chair has cautioned him repeatedly not to do so.

Mr. WORTHINGTON. The Chair has done his duty, surely.

Mr. Manager WEBB. That is all the questions we have to ask the witness at present.

Mr. THORNTON. Mr. President, I desire that the witness answer the question I send to the desk before he is released by the managers.

The PRESIDENT pro tempore. The Senator from Louisiana requests that a question be propounded to the witness by the Secretary. The Secretary will read the question.

The Secretary read as follows:

Q. Have you read your testimony before the committee since it was given, or has it or any part of it been read to you since?

The WITNESS. No, sir.

Mr. Manager WEBB. Mr. President, in view of the last question asked by the Senator from Louisiana, I want to ask the witness one more question.

Q. (Mr. Manager WEBB.) Since you were here and testified before the Judiciary Committee last May have you talked with Judge Archbald in his home at Scranton?—A. In his home?

Q. In his home, in his office, or anywhere?—A. Yes.

Q. You have?—A. Oh, I talked to him.

Q. Have you talked to Judge Archbald since you testified before the Judiciary Committee?—A. Not anything about the case, sir.

Q. Have you talked with Judge Archbald since you testified before the Judiciary Committee?—A. Not anything about the case at all, sir.

The PRESIDENT pro tempore (to the witness). Answer the question.

The WITNESS. Don't I answer the question?

The PRESIDENT pro tempore. No.

The WITNESS. I have talked to him; but I never talked about the case.

Q. (By Mr. Manager WEBB.) Where did you talk to him?—A. I have talked to him on the street.

Q. Where else?—A. Why, I have talked to him in the Federal building, but not in his office.

Q. Where is the Federal building you speak of—in Scranton?—A. Scranton; yes.

Q. In the judge's room there?—A. No.

Q. Well, where were you in the Federal building when you and the judge talked?—A. I was out in the corridor.

Q. Anywhere else?—A. No.

Q. Did you ever talk to him in his home about it?—A. No; I never was in his home to talk to him about it.

Q. Did you ever talk to him anywhere else besides on the street and in the Federal building?—A. No, sir.

Q. What did you talk about then?—A. We talked about different things as he passed, but never talked about the case at all.

Q. You never even mentioned this case?—A. No; never mentioned the case; I never talked to him a word about the case, because he would not talk about the case.

Q. Why? How do you know he would not?—A. Because he did not want to. [Laughter in the galleries.]

The PRESIDENT pro tempore. Occupants of the galleries must refrain from any expression of approval or disapproval, merriment, or otherwise.

Q. (By Mr. Manager WEBB.) How do you know, Mr. Williams, that he did not want to talk about the case?—A. Because he never talked about the case.

Q. How do you know he did not want to talk about it? You said he would not, and did not want to.—A. He said he did not want to talk about the case.

Q. Did you begin, then, to talk with him about it?—A. What?

Q. Did you begin to talk with him about it?—A. No. He said, "Now, Williams, you know very well that we were told by the House not to talk anything about the case." I know that.

Q. Why did the judge admonish you in that way?—A. What?

Q. Why did the judge advise you in that style?—A. Well, he warned me not to talk about the case.

Q. Why? Had you begun to talk to him about it?—A. No, sir.

Q. Why should he volunteer that warning?—A. Because he did not want to talk about the case at all.

Q. Have you talked with Judge Archbald's attorneys about the case since you were here last May?—A. Judge Archbald's attorneys?

Q. Any of them; you know them.—A. Not that I know of.

Q. Well, now, think, please.—A. What?

Q. Do you know whether you have talked to any of Judge Archbald's attorneys about this case since last May?—A. Yes; I think I did.

Q. Did you see Mr. Price?—A. No; I seen Mr. Worthington.

Q. You saw Mr. Worthington?—A. Yes, sir.

Q. Did you talk with him about this case?—A. In Scranton; yes, sir; I did.

Q. Where were you?—A. I was in the Federal building, sir.

Q. Where was the judge?—A. The judge was there, but he never said a word.

Q. Oh, the judge was present and heard you and Mr. Worthington talk about this case?—A. Yes, sir.

Q. How many times did you talk to Mr. Worthington about the case?—A. That is the only time.

Q. How many times did Mr. Worthington go to Scranton since last April?—A. Only once I seen him; that is all.

Q. I ask you if Judge Archbald's counsel, Mr. Worthington, called your attention in the presence of the judge to any of your testimony?—A. What?

Q. I ask you if Col. Worthington, when he was in the Federal building in the judge's office and in the judge's presence, suggested to you that you had made a mistake or asked you to change, if you had made a mistake, any testimony that you had given before the Judiciary Committee?—A. I did not make any mistake, sir.

Q. You did not make any mistake?—A. No, sir.

Q. So whatever is written in your testimony before the Judiciary Committee is correct?—A. I guess so.

Q. But answer my question: Were you asked in the presence of the judge about changing your testimony or as to whether your testimony before the Judiciary Committee was correct or not?—A. What was your question? Ask me that question again, sir.

Q. I ask you if any one of the judge's lawyers in the Federal building in Scranton in the presence of the judge asked you about the testimony you had given before the Judiciary Committee and either suggested that you had made a mistake or that you should change some part of it because you had made a mistake?—A. I do not know.

Q. Was that question discussed by any of the judge's counsel before the judge in the Federal building at Scranton?—A. I do not know; I could not say that it was.

Q. Well, tell us, then, what was discussed in the presence of the judge by his counsel with reference to your testimony?—A. I do not remember exactly what it was.

Q. How long ago has it been?—A. Quite a while ago.

Q. Two or three months?—A. Yes; more than that.

Q. It has been since last May, you say?—A. Yes, sir.

Q. And you can not remember what happened two or three months ago?—A. I can not remember everything.

Q. Did you not think that was an unusual meeting, and, therefore, would you not charge your memory?—A. I met Mr. Worthington on the street at the courthouse, when he was going over, and talked to him, but I do not remember of the transaction, whether we talked over it, and I do not know that I ever changed anything in my evidence at all.

Q. Then I ask you if C. Worthington had a copy of your testimony before him when he examined you in the presence of the judge in the Federal building in Scranton?—A. Yes, sir.

Q. He did have a copy of your testimony?—A. I remember one thing. He asked me if I ever told the judge that I was going to sell the thing. "Well," I says to the judge, "Did I tell

you, judge? I do not know whether I told you or not." "Well," he said, "don't ask the judge," he says, "but you say so."

Q. Now, maybe you can remember something else that was said?—A. What is that?

Q. Maybe you can remember something else that was said. How long were you in the judge's presence with Mr. Worthington?—A. I do not know.

Q. Half an hour?—A. I could not tell you how long I was there. I might have been there an hour, and I might have been there half an hour; I do not remember how long.

Mr. Manager WEBB. That is all, Mr. President.

The PRESIDENT pro tempore. The witness is with the counsel for the respondent.

Cross-examination by Mr. WORTHINGTON:

Q. Mr. Williams, that conversation with me which you have just mentioned occurred in the latter part of last August, did it not?—A. I do not remember when it was, Mr. Worthington; I could not say.

Q. Do you remember that I talked to you on two different days—one day, and then the next day?—A. Yes, sir.

Q. And on the first day I asked you to bring certain papers you had referred to which you did not have with you?—A. Yes, sir.

Q. And you came the next day and brought them. Now, are you not mistaken in saying that Judge Archbald was present the first day?—A. I do not remember; but you remember very well when I asked the judge whether I told him or not about the sale of the property, you said to me "Don't ask the judge at all." You says, "You say so."

Q. Was not that the second day when you came back with the papers?—A. I am not sure.

Q. There were other people there, were there not, besides you and myself?—A. Yes, sir.

Q. Who were they?—A. Mr. Martin was there.

Q. Mr. Martin was there?—A. Mr. Price was there.

Q. And who else?—A. I can not say. The judge was there.

Q. Was not Mr. Robert W. Archbald, the judge's son there?—A. Yes. I guess he was.

Q. Was there not a stenographer there?—A. Yes, sir; a stenographer.

Q. On both occasions?—A. Yes, sir.

Q. Mr. Williams, have you had any business in the last 10 years; any regular business, I mean?—A. Have I had any business?

Q. Any regular business, I mean; any regular vocation?—A. Yes, sir.

Q. What is it?—A. Coal.

Q. Coal generally and not specifically?—A. Nothing else.

Q. Have you been known as Option Williams on account of your custom of dealing in options?—A. Boland is the author of that, you know.

Q. He gave you that title, did he?—A. Oh, yes.

Q. You have never repudiated it, have you?—A. No. I could get options when they could not touch them, sir.

Q. As to your relations with Judge Archbald prior to the time that you took to Capt. May this letter from Judge Archbald, did you ever have any business transactions of any kind with Judge Archbald?—A. No; I did not.

Q. That was the first business relation?—A. The first business; yes, sir.

Q. As to your other relations, had you up to that time ever been in his house?—A. No, sir.

Q. Have you ever been to his house since that time?—A. No, sir.

Q. Has he ever been in your house?—A. No, sir.

Q. Have you during the last few years had any office anywhere?—A. Not an office.

Q. You live, I believe, about 6 miles from Scranton?—A. I used to, but I live at Dunmore now.

Q. How far is that from Scranton?—A. That is about 2 miles away from the city.

Q. How long have you lived there?—A. I have been there now about three years; since my wife died.

Q. And before that, how many miles from Scranton did you live?—A. Six miles.

Q. You were in Scranton nearly every day, except—A. (Interrupting.) I lived there 42 years.

Q. While you lived in these places you were in Scranton nearly every day, were you not?—A. Every day.

Q. Every day, except Sundays?—A. Every day, except Sundays; yes, sir.

Q. Where did you stay; where were your headquarters, if you had no office?—A. Any office where I had any business, sir.

Q. Did you have no particular place where you went regularly when you had no special object in view?—A. I was dealing with the Bolands, and they owe me money to-day, and I always went there to try to get some of that money, sir. [Laughter in the galleries.]

The PRESIDENT pro tempore. Counsel will suspend. The Chair desires to say to the occupants of the galleries that absolute silence must be preserved, and if necessary measures will be taken to accomplish that end. Occupants of the galleries must not audibly interrupt the proceedings in this Chamber.

Q. (By Mr. WORTHINGTON.) Is it not a fact that you spent your time, when you were not doing business anywhere else, in the office of W. P. Boland?—A. I spent a good deal of my time there.

Q. You spent more time at the office of W. P. Boland during the last few years than you did anywhere else, by a great deal, did you not?—A. Yes; I did.

Q. What office is that? Is it the office of William P. Boland or the office of the Marian Coal Co., or what?—A. Office of the Marian Coal Co.; yes.

Q. Did Mr. Christopher G. Boland, a brother of Mr. W. P. Boland, have an office there, too?—A. Right next to it.

Q. So you have been in the habit of seeing both of them practically every day for years, except Sunday?—A. Yes, sir.

Q. You first gave testimony in this matter, I think, Mr. Williams, before Mr. Wrisley Brown, in Scranton, in March last?—A. I did, on a Sunday morning, sir—what I would never do again on Sunday.

Q. I am glad to know you have reformed. Who was present when Mr. Brown took your testimony?—A. William P. Boland and Wrisley Brown.

Q. William P. Boland was there all the time, was he not?—A. William P. Boland was the man who asked all the questions.

Q. I was going to ask you whether he did not conduct the examination largely?—A. Yes; he conducted the inquiry.

Q. And the next time you testified about this matter was in the office of the Attorney General, was it not?—A. Yes—no—

Q. On the 12th of February last?—A. Yes. Oh, no; that was before.

Q. The first time was in the Attorney General's office.—A. Yes, sir.

Q. Who was present when you were examined there?—A. There was nobody there but a stenographer and Wrisley Brown and William P. Boland.

Q. Are you not mistaken in saying that Wrisley Brown was in the Attorney General's office when you were examined? He was not there when you were examined?—A. No, sir; he was not there.

Q. Mr. William P. Boland was there.—A. Yes, sir.

Q. Was not Mr. Christopher G. Boland there?—A. Yes, sir.

Q. And Mr. Cochran, of the Interstate Commerce Commission?—A. Yes, sir.

Q. And William P. Boland there suggested questions to you, did he not?—A. He did.

Q. And the next time you were examined was before the Judiciary Committee, several months ago, I believe?—A. Yes, sir.

Q. Do you remember that when your examination took place there Mr. William P. Boland came and took his seat at the witness table right at your side and stayed there some time, until a member of the committee suggested that was the witness table and then he went back?—A. Yes, sir.

Q. I understand you to say, Mr. Williams, when this letter of March 31 from Judge Archbald to Capt. May was shown to you, that that was not the letter you took to Capt. May. Where were you when Judge Archbald gave you the letter to Capt. May?—A. In his office in the Federal building.

Q. Did he dictate it to a stenographer?—A. I do not know.

Q. Did he not go out and have the letter prepared?—A. Yes, sir; I never saw the letter, because I never opened the letter.

Q. Exactly.—A. I could not swear to the letter to-day, because I took it as it was.

Q. Did Capt. May show you the letter?—A. No, sir.

Q. You never saw it?—A. No, sir.

Q. Then, how do you know what was in it?—A. I did not know.

Q. You said yesterday that it simply recommended you as a person.—A. That is all I expected it to do.

Q. Then, how do you know that this is not the letter?—A. Well, I do not know whether it is the letter. I could not swear to that letter.

Q. Did you take a letter about the Katydid dump from Judge Archbald to Capt. May more than once?—A. Only once.

Q. You took only one letter?—A. Only one letter.

Q. Then, if you took this letter of March 31 this must be it.—
A. Well, I do not know; I guess so.

Q. How did you happen to ask Judge Archbald to give you a letter to Capt. May?—A. If I can remember aright, it was William P. Boland that told me to ask Judge Archbald for a letter.

Q. Well, is not that the truth?—A. What?

Q. Is that not the truth about it?—A. That is the truth about it.

Q. Before that had you not had some negotiations with William P. Boland about this Katydid dump?—A. I did. He had told me about it before that; but he could not touch it with a 10-foot pole.

Q. Did you not sign a writing giving him an interest in it?—
A. I did, but when I went there to Mr. Robertson, he told me: "If you have anything to do with William P. Boland, you can not get it."

Q. I am coming to that.—A. (Interrupting.) I had to deny him any interest at all.

Q. Did you not sign a paper giving—A. (Interrupting.) I did sign a paper.

Q. Let me finish my question.—A. And then I cut him out.

Q. If you will let me finish my question, Mr. Williams, we will get along a little faster.—A. All right.

Q. Did you not sign a paper giving William P. Boland an interest in this projected Katydid dump transaction?—A. I did.

Q. One moment. [Continuing.] Before you went to Judge Archbald about the matter at all?—A. He would not tell me what dump it was until I would sign it, and when I signed it I went over to Robertson, and Robertson told me, "If you have anything to do with William P. Boland, I will not have anything to do with you at all."

Q. I want to talk about what happened before you went to Capt. May with this letter?—A. Yes, sir.

Q. Had you not signed an agreement giving William P. Boland an interest in the proposed venture before you saw Judge Archbald and got the letter to Capt. May?—A. Yes, sir; but I cut him out.

Q. One moment. And after you had signed that paper, then he suggested that you go to Judge Archbald and get a letter to Capt. May, did he not?—A. What is that?

Q. After you had signed this paper giving Mr. William P. Boland an interest in the transaction, at William P. Boland's suggestion you went to Judge Archbald and got the letter to Capt. May?—A. That is right; yes.

Q. That is right, is it not?—A. Yes, sir.

Q. After you had failed to get the option agreement from Capt. May did not William P. Boland suggest to you to go to Judge Archbald and get him to go to the Erie officials over Capt. May's head?—A. No; he recommended me, or he tried to induce me, to go to Judge Archbald and get a letter from him.

Q. To whom?—A. To the Erie.

Q. To the Erie officials?—A. To Capt. May.

Q. I understand that, but after you had been to Capt. May and had not got the option, did not William P. Boland, when you reported that fact to him, ask you to go to the judge again and ask him to go see the Erie officials over Capt. May's head?—
A. No.

Q. You say that did not happen?—A. No; he did not say that.

Q. You are quite clear he did not say that in William P. Boland's office?—A. No; he did not. I do not want to blame any man for what is not right. He did not tell me that.

Q. We have here the Robertson option, so-called, which has been put in evidence and proved that it is in the handwriting of Judge Archbald, and the signature admitted to be that of Robertson.—A. Yes, sir.

Q. And your signature at the foot of it?—A. I guess it is.

Q. You will see that has an acknowledgment to it [exhibiting paper to witness]. The paper itself is dated September 4, 1911, and the acknowledgment is dated September 12, 1911. It is recorded in the proper land office up there on the 13th of September, 1911. Do you know how that happened to be acknowledged and recorded?—A. Yes; I remember about it.

Q. You remember about that. Well, tell the Senate about it, please. Just tell us about it—how it came to be recorded.—A. It was William P. Boland who went and took it and put it on record.

Q. Did Judge Archbald or Mr. Robertson state anything about having it recorded?—A. No.

Q. Had you?—A. It was him that took it.

Q. William P. Boland?—A. William P. Boland.

Q. Had you said anything about having it recorded before that?—A. I had not.

Q. Now, about the dealings with Mr. Conn. Do you know how it happened that Judge Archbald got into communication with

Mr. Conn as a purchaser for his little railroad up there for this coal dump?

The WITNESS. How he got into communication?

Mr. WORTHINGTON. Yes; who suggested it to him?

A. I did not suggest it to him.

Q. Did not William P. Boland tell you that Conn was a probable purchaser, and to go and see Judge Archbald and to get a letter to Conn?—A. Yes, sir; he did.

Q. Then you got this letter on the 30th of September, which is in evidence here, and took it to Conn?—A. Yes, sir.

Q. Did you not first go to Boland's office with it?

The WITNESS. With what?

Mr. WORTHINGTON. That letter to Conn. Did you not receive that letter from Judge Archbald to take it to Conn, and instead of taking it to Conn did you not take it to the office of William P. Boland and show it to him?—A. I do not think I ever took the letter from Judge Archbald to Conn. I think it was sent some other way; not by me.

Q. I will ask whether before the Judiciary Committee, referring to page 507 of the testimony before that committee—A. I do not remember that I took it there.

Q. Referring to the top of page 507, I will ask you whether this happened with respect to this very letter:

Mr. CARLIN—

A member of the Judiciary Committee—

We have a photographed letter here that has just been shown you—a letter of introduction to Mr. Conn.

Mr. WILLIAMS. Yes, sir.

Mr. CARLIN. Did you show that letter to anybody?

Mr. WILLIAMS. The contract with Conn, you mean?

Mr. CARLIN. I mean the letter introducing you to Mr. Conn, recommending you to Mr. Conn.

Mr. WILLIAMS. Did I show it?

Mr. CARLIN. Yes.

Mr. WILLIAMS. I do not remember whether I did or not.

Mr. Williams, if there was a photographic copy of that letter to Mr. Conn made, can you explain how it was made? Did you make it?

A. No, sir; I could not explain.

Q. You thought the title to this dump was all right, you said?

The WITNESS. What is that?

Q. You said you thought the title to the dump was all right?—A. It is all right to-day. It is just as much all right to-day as it ever will be.

Q. Mr. Conn's lawyers did not agree with you?—A. No, sir.

Q. They are Messrs. Wells & Torrey, an eminent law firm in Scranton, is it not?—A. Yes. It is not Torrey, but it is Wells.

Q. Wells, the senior member of the firm. After you came down here and appeared before the Attorney General in February last, there was another effort made to get Conn to take the property—the dump?—A. That was by myself. That was the last.

Q. That is the letter of March 13, Exhibit 4 in this case?—
A. Yes, sir.

Q. That [exhibiting] is the letter you refer to, is it not?—A. I do not know.

Q. Look at it, please. I should like you to be sure.—A. (Examining paper.) Yes.

Q. That is right? That letter was prepared in the office of Mr. Boland?—A. Yes, sir.

Q. And Mr. Boland helped to put the words in it—dictated them?—A. Yes, sir; he did.

Q. He dictated it to the stenographer, his niece, Miss Boland?—A. Yes, sir.

Q. Then you signed it?—A. I took it over myself.

Q. Mr. Boland told you to hurry?—A. Yes, sir.

Q. Did he tell you why he wanted to have you hurry?—A. Because this suit was coming on—

Q. And he wanted to get the sale through before the storm came. He used that language or that in substance?—A. He did.

Q. You helped him to do that without telling Judge Archbald what was going on?—A. No, sir; I did not tell Judge Archbald.

Q. By the way, this letter of March 13 seems to have had a part of it cut off. Can you tell me whether you saw that done?—A. Oh, they always did that.

Q. Who always does it?—A. Mary, the stenographer.

Q. Did you see her cut the top off of this?—A. I did not notice it; no, sir.

Q. Did you not say before the Judiciary Committee that you did see her cut it off?—A. I have seen her cut it off at different times.

Q. You took that letter to Mr. Conn, and Mr. Conn still refused to buy because he did not think, or because his lawyer did not think, the title was good?—A. He could not recommend it because the lawyer would not recommend it.

Q. Exactly. Then right away Mr. Boland helped you get up the sale to Mr. Bradley for \$20,000?—A. I had done that myself before Mr. Boland ever—

Q. You say it was done before Mr. Conn refused to take it the last time?—A. Yes, sir. I could have sold, but I would rather sell it to Mr. Conn, because there was more money in it, than to sell it to Bradley.

Q. Was not the arrangement to sell to Bradley made in William P. Boland's office?—A. No, sir.

Q. You say it was not?—A. No, no. I had agreed with Mr. Bradley myself, outside of anybody else in the world, to sell it to him for \$20,000.

Q. Did not Mr. Boland urge you to hurry up this Bradley sale?—A. Yes; he did. That is true enough.

Q. And so you went on hurrying up a sale—that is, trying to get Conn to buy—and when he would not, to get Bradley to buy it, and arranging a sale to Bradley without saying a word to Judge Archbald?—A. Yes, sir; but I did not mean to cheat Judge Archbald.

Mr. WORTHINGTON. I do not mean to intimate that.

A. No, sir. I am not doing that kind of work.

Q. Another thing, to make certain of this March 31 letter. The first time you saw Capt. May about this Katydid dump business was when you took that letter from Judge Archbald. You had not had any talk with Capt. May about the Katydid dump until you went to him with that letter from Judge Archbald?—A. I do not think I had any talk with him at all.

Q. What arrangement did you have with Judge Archbald about what his interest in this dump should be and what your interest should be when you went to Capt. May with that letter on the 31st of March?—A. I never had any particular arrangement with Judge Archbald.

Q. You went and asked him for this letter and got it?—A. Yes, sir.

Q. And after the letter you entered into the negotiations without saying a word to Judge Archbald as to whether he was to have an interest or not?—A. I said he was to have an interest. I did not say how much or what he was to get.

Q. You never had any writing with him on the subject?—A. No, sir; only my word of mouth. That is all he had.

Q. Very well. Did Judge Archbald ever at any time tell you that his name was to be concealed or kept out of the Katydid transaction?—A. He never told me.

Q. Did he ever intimate or suggest such a thing to you?—A. No, sir.

Q. Did you ever tell him that it was contemplated to keep his name out?—A. No, sir.

Q. Or to execute any paper and refer to him as a silent party?—A. No, sir. I considered that he knew more about that than I did, and for that reason I would leave that to him.

Q. I want to come down to what you were saying a few moments ago. You say when you went to Robertson he told you that William P. Boland must not have anything to do with it?—A. Nothing to do with it at all.

Q. Or the sale would not go through?—A. Yes, sir.

Q. Or he would not sell his interest?—A. Yes, sir.

Q. Did he tell you why?—A. No, sir.

Q. He gave no reason?—A. He gave no reason; no, sir.

Q. Did he tell you that before he would sign the agreement with Judge Archbald agreeing to sell his interest for \$3,500—the paper which I have just shown you, which Boland had recorded?—A. I do not understand your question.

Q. No doubt it is my fault. I refer to this paper [exhibiting], Exhibit No. 2 in this case—the Robertson agreement—which is in Judge Archbald's handwriting. You say that you and Robertson signed it, and then you say it was recorded a few days afterward by Boland?—A. Yes, sir.

Q. I want to know whether Robertson told you, before that paper was signed, that William P. Boland must have no interest in the property?—A. Yes, sir; particularly.

Q. That is dated the 4th of September. I want to ask you if that is so, why it was that on the next day, the 5th of September, you signed a paper assigning two-thirds interest in this transaction to William P. Boland?—A. I never did.

Q. You never did?—A. No, sir.

Q. This paper which we have referred to in these proceedings as the "silent-party" paper was dated the 5th of September, and says:

For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May, superintendent of the Hillside Coal & Iron Co., it is agreed by said Edward J. Williams, who is the owner of two options covering a culm bank known as the Katydid, situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-mentioned property over and above the amounts to be

paid John M. Robertson and the Hillside Coal & Iron Co., \$3,500 and \$4,500, respectively, to be divided equally between William P. Boland and silent party mentioned above.

A. I never did, sir.

Q. After Robertson had told you that William P. Boland must not have anything to do with the matter, did you tell him?—A. I told him, and he says to me, "Well, I quit; I am out."

Q. Was that before or after the Robertson paper was signed?—A. It was right after Robertson told me.

Q. Right afterwards?—A. Right after Robertson said it. He says, "All right, I am out; I quit." Why should I sign anything to him? I never signed it.

Q. About this "silent-party" paper; did you receive any copy of it?—A. No, sir.

Q. This appears to have come from the possession of the managers.—A. I got two copies here, but they were never signed.

Q. Did you not swear before the Judiciary Committee that you never received any copy of the paper?—A. There are two copies. There is another one here, but I never signed any of them.

Q. Did you not swear before the Judiciary Committee—A. Did he not swear that there were three copies? Is it not in the book there that three copies were signed?

Q. We will find that in a moment. When you were testifying before the Judiciary Committee where were these copies?—A. They were in my pocket then, and I did not know they were in my pocket when I was here before.

Q. You did not know how they got there?—A. When I went to look at my pocket when I got home I found those copies.

Q. In your pocket?—A. Yes, sir.

Q. When I talked with you the first day, last August—A. I showed you it, did not I?

Q. You said you had such papers, but they were at your home, did you not?—A. No; they were right in this pocket then.

Q. Did you not tell me that they were at your house; and did I not ask you to bring them down the next day?—A. No; they were in the same pocket. It may not be the same coat, all right.

Mr. WORTHINGTON. Mr. Managers, I propose to add these exhibits to the contribution which you have made. [After a pause.] The managers have no objection to these papers going into the evidence. I will not undertake to read them, because the wording is the same as in the original paper itself. They have a line for the signature and the word "seal" in typewriting after that line.

The PRESIDENT pro tempore. Does the counsel propose to introduce them now or prove them?

Mr. WORTHINGTON. I would like to introduce them now. I know sometimes it is said that exhibits for the defense or the respondent should be put in when the time comes to put in evidence. I find always that it is very much more convenient for the court and everybody else to put them in as we go along.

Mr. Manager CLAYTON. I hope they will be printed in the RECORD right at this point.

The PRESIDENT pro tempore. There is no objection, the Chair understands.

Mr. WORTHINGTON. All right. Then I offer them, and they are in evidence.

The matter referred to is as follows:

[U. S. S. Exhibit A.]

Assignment made this 5th day of September, A. D. 1911, by Edward J. Williams, of the borough of Dunmore, County of Lackawanna and State of Pennsylvania, party of the first part, to William P. Boland and a silent party, both of the city of Scranton, county and State above mentioned, parties of the second part. For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Captain W. A. May, Sup't., of the Hillside Coal & Iron Company, it is agreed by said Edward J. Williams who is the owner of two options covering a Culm Bank known as the "Katydid," situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-mentioned property over and above the amounts to be paid John M. Robertson and the Hillside Coal & Iron Company, \$3,500 and \$4,500 respectively, to be divided equally between William P. Boland and silent party mentioned above, their heirs, successors or assigns, and this shall be their voucher for same.

[U. S. S. Exhibit B.]

Assignment made this 5th day of September, A. D. 1911, by Edward J. Williams, of the borough of Dunmore, County of Lackawanna and State of Pennsylvania, party of the first part, to William P. Boland and a silent party, both of the city of Scranton, county and State above mentioned, parties of the second part. For services rendered or to be rendered in the future by William P. Boland and silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May, Sup't., of the Hillside Coal & Iron Company, it is agreed by said Edward J. Williams who is the owner of two options covering a Culm Bank known as the "Katydid," situate in the vicinity of Moosic, Pa., that he hereby assigns two-thirds of any profits arising from the sale of the above-

mentioned property over and above the amounts to be paid John M. Robertson and the Hillside Coal & Iron Company, \$8,500 and \$4,500 respectively, to be divided equally between William P. Boland and silent party mentioned above, their heirs, successors or assigns, and this shall be their voucher for same.

[SEAL.]

Q. (By Mr. WORTHINGTON.) Did you ever get any authority from Judge Archbald to sell any part of his interest in the Katydid dump—any part of the contract—to anyone else?—A. No, sir.

Q. Did you ever tell him that you had assigned an interest to William P. Boland?—A. No, sir.

Q. I should like to know, Mr. Williams, in your own way, what is the truth about whether you did or did not say anything to Judge Archbald about this "silent-party" paper?—A. I do not know nothing about it.

Q. Did you not swear before the Judiciary Committee several times that you never executed that paper and did not know anything about it?—A. I did not know anything about it, and I do not know anything about it to-day, sir.

Q. Did you not several times swear, as you have sworn here, that you put Judge Archbald in that paper as a silent party because you did not think it was lawful for him to be in the transaction?—A. I did not. I always said I did not know anything about that paper. The signature was wrote across the typewriting on the paper, and I never signed that. I never did sign it.

Q. Do you say now that, as a matter of fact, you never told Judge Archbald that you had referred to him as a silent party or never told him such a thing was contemplated?—A. No, sir.

Q. Do you mean that you did not tell him any such thing?—A. You can ask him now, if you want to.

Q. But for the present I have to confine my questions to you, Mr. Williams. Did you ever tell him?—A. No, sir.

Q. Or intimate to him?—A. No, sir; I did not.

Q. That such a thing was done or contemplated?—A. I did not.

Q. Or did he ever intimate or suggest to you that he desired his connection in that matter to be concealed from anybody?—A. No, sir; he did not.

Q. At one time I believe it was supposed that the contract with Conn was going to be executed, was it not?—A. Yes; I thought it was going through all right.

Q. Did not Judge Archbald prepare a contract and submit it to Mr. Conn?—A. Yes, sir; he did.

Q. Did you see that contract?—A. Yes, sir; I did see it.

Q. Did you read it?—A. No; I did not read it. I seen it.

Q. Did you look at it at all so as to see whether Judge Archbald's name was mentioned in it?—A. Judge Archbald's name was in it.

Q. How do you know?—A. He read it to me.

Q. He read it to you?—A. Yes, sir.

Q. You can not identify the paper, then?—A. No, sir.

Q. Now, Mr. Williams, about another matter. You took this letter from Judge Archbald to Capt. May and did not get any agreement from Capt. May about the option?—A. No, sir.

Q. How soon did you go back to Judge Archbald and report that result?—A. I could not say.

Q. Was it the same day?—A. Whether I went in two days or the next day, or when, I do not remember.

Q. Where was this letter delivered to you?—A. It was two years ago.

Q. This letter was given to you in the Federal building to be taken to Capt. May?—A. Yes, sir.

Q. Where was Capt. May when you delivered it to him?—A. In the office of the Erie Co.

Q. How far away was that from Judge Archbald's office in the Federal building?—A. About 2 miles away.

Q. Had you not said several times that you right away went to Judge Archbald and told him about what Capt. May had said?—A. Now, I could not say. I guess I did go as soon as possible.

Q. From a distance of 2 miles?—A. Yes, sir.

Q. When you got back to Judge Archbald's office you saw on his desk this trial list, you say, on which was the word "lighterage." Is that right?—A. Yes, sir.

Q. And you picked up that paper and asked Judge Archbald what lighterage meant?—A. Yes, sir; I did.

Q. Was that the way that came about?—A. That is a fact, sir.

Q. Have you ever seen that paper since?—A. I never seen it since; no, sir.

Q. Was this trial list one on which there were a number of cases?—A. Oh, lots of cases.

Q. The cases numbered?—A. Oh, there was lots of cases. I looked through it, all over the list.

Q. In what court was it?—A. I do not know. I could not say what court it was.

Q. You do not know whether it was a trial list of the Commerce Court or Interstate Commerce Commission?—A. I could not say. I could not swear to that.

Q. Or the district court of the United States for the middle district of Pennsylvania?—A. I could not say.

Q. You can not say?—A. No, sir. If I would swear I could not swear what court it was.

Q. In order to be clear about this I will ask you whether, when you were giving your deposition to Mr. Wisley Brown in Scranton, page 228, you did not say that after delivering that letter to Capt. May you "went to the judge right away"? "Yes; I went to the judge right away."—A. Well, that might be; I do not remember.

Q. You do not remember whether you said that or not?—A. No; I do not remember. That is pretty near two years ago.

Q. But you were testifying very shortly after the occurrence. It was only in April.—A. I do not remember.

Q. It was the year afterwards. I do not want to misrepresent it.—A. You know this, Mr. Worthington, that when that testimony was taken it was in a hurry on a Sunday morning, and they would run over it in a hurry, there were so many questions asked. I was there about four or five hours.

Q. Then I will ask you whether, when testifying before the Judiciary Committee, page 511, you did not say this in reference to that. When the question was asked you by Mr. STERLING of the committee, "Was it the next day after you had seen May that you went back to the judge," your answer was, "Yes, sir"; do you remember that?—A. I do not.

Q. Can you be clear about this matter at all, Mr. Williams? After you had taken this letter to him and he did not give you an agreement or agree to sell, did you go to sleep on it and do nothing or were you active about it?—A. I went to see the judge that day or the next day.

Q. Then you saw this trial list with the lighterage case on it?—A. Yes, sir; that is the time.

Q. Then you had the conversation with the judge which you have narrated as well as you remember about what that case was?—A. Yes, sir.

Q. He explained to you the matter?—A. I did not know in the world what lighterage meant, and I asked him the question.

Q. To make sure what the case was, tell us again what the judge said the lighterage business was.—A. He said it was those little tugboats that carried railroad cars across the river there.

Q. To get some idea as to how correct you are about dates, I should like to ask you what is your recollection as to how long it was after you first went to Capt. May about this business until he gave you the option, as it is called here?—A. I could not say whether it was a week or a month. I could not say, sir. I could not be sure.

Q. You think it was somewhere in the neighborhood of a week or a month?—A. Yes, sir.

Q. If, as a matter of fact, the first letter to Capt. May was March 31 and the option was August 30, how do you account for being so far out on your dates?—A. I could not remember how long it was.

Q. I will ask you, Mr. Williams, whether, as a matter of fact, this talk with Judge Archbald about the lighterage case was not long after he had been to see Mr. Brownell and after Capt. May had given the option?—A. No; I think that was before he went to see Brownell, if I remember.

Q. I will ask you whether or not on the 28th day of September, 1911, in the office of William P. Boland, you did not say, in substance, that you were "going to the judge's office to look at a brief which the judge was preparing for the Erie Railroad Co."?—A. No, sir.

Q. Nothing of that kind happened?—A. No, sir; I did not see about a brief. I do not know what a brief is. I do not know the difference between a brief and something else.

Q. No such conversation occurred, then?—A. No, sir.

Q. I will ask you whether you did not call later in the day to see William P. Boland, and tell Miss Mary F. Boland, or somebody in her presence, that you had seen the brief "and it was about a case against the Erie Railroad Co. for a lighterage charge"?—A. No, sir; I never told him.

Q. Nothing of that kind happened?—A. No, sir.

Q. Away down in September, after the option had been given by Capt. May?—A. No, sir; nothing of the kind at all.

Mr. WORTHINGTON. Mr. President, we would be very glad if the Senate would take a recess for about 10 minutes in order that I may confer with my associates about some other matters. I think we will save time by it.

The PRESIDENT pro tempore. If there be no objection, it will be so ordered. The court will stand in recess for 10 minutes, until 5 minutes before 4 o'clock, it being now 15 minutes before 4.

The Senate sitting as a Court of Impeachment thereupon took a recess for 10 minutes and reassembled at 3 o'clock and 55 minutes p. m.

Mr. GALLINGER. Mr. President, I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from New Hampshire suggests the absence of a quorum. The Secretary will call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Cullom	Martin, Va.	Root
Bacon	Curtis	Martine, N. J.	Shively
Bailey	Poster	Massey	Smith, Ariz.
Borah	Gallinger	Myers	Smith, Ga.
Brandegee	Gardner	Nelson	Smith, Md.
Bristow	Gore	Newlands	Smith, S. C.
Brown	Hitchcock	Oliver	Smoot
Bryan	Johnston, Ala.	Overman	Sutherland
Burnham	Kenyon	Page	Thornton
Burton	La Follette	Perkins	Townsend
Clapp	Lea	Perky	Warren
Clark, Wyo.	Lodge	Pomerene	Works
Culberson	McLean	Richardson	

The PRESIDENT pro tempore. On the call of the roll of the Senate 51 Senators have responded to their names, and a quorum of the Senate is present.

CROSS-EXAMINATION OF E. J. WILLIAMS—CONTINUED.

Q. (By Mr. WORTHINGTON.) Mr. Williams, you said yesterday that you had good reason to know that the Bolands owned a large amount of the stock of the Marian Coal Co. What did you mean by that?—A. How is that?

Q. You said yesterday that you had good reason to know that the Bolands own most of the stock of the Marian Coal Co.—A. Yes, sir.

Q. What did you mean by that?—A. Because I had to sell out to them, sir. I was squeezed out of it, sir.

Q. You said something about their owing you money.—A. They owe me \$1,300 and \$1,100.

Mr. Manager WEBB. We think the question and answer are immaterial. Whether the Bolands owe him money or whether he owes the Bolands money we do not think has anything to do with the conduct of Judge Archbald.

Mr. WORTHINGTON. I think that what has been brought out, Mr. President, sufficiently shows that the relations between this witness and the Bolands are quite important.

The PRESIDENT pro tempore. The counsel will propound the question.

Q. (By Mr. WORTHINGTON.) The question is whether the Bolands are indebted to you, and, if so, why—I mean William P. Boland and Christopher G. Boland, or either of them?—A. Christopher G. Boland owes me money.

Q. Can you tell us briefly what is that about?—A. Why, that is part payment. They paid a part of the agreement that they had to sell out.

Q. To sell out what?—A. The Marian coal lease—the culm lease.

Q. Does Christopher G. Boland recognize that indebtedness to you or does he dispute it?—A. Yes; he does, of course.

Q. He does?—A. Yes, sir.

Q. Why does he not pay you?—A. Well, because they claim it was to be paid out of the dividends, but they claim that there was no dividends yet until they get this money. Now, if they will ever get it from the D. L. & W. for overcharges, for reduction of rates—

Q. Well, what has that got to do with your going to them with this \$500 note? I think you gave that as a reason why you went to them.—A. Oh, that has nothing to do with my going to them about that \$500 note.

Q. I thought you said something to that effect yesterday?—A. Oh, no; I was always friendly with them.

Q. Well, they owe you money and they recognize that they owe you money?—A. Yes, sir.

Q. And you expect to get it from them in the future?—A. Yes, sir.

Q. Have they said anything as to when you may expect to get that money?—A. How is that?

Q. Have they said anything to you as to when you may expect to get that money?—A. As soon as they get money out of it, and if they get this \$50,000 from the D. L. & W., why that is money, is it not, and they are able to pay me then.

Q. Well, I do not care anything more about that. Mr. Williams, did you suggest to Judge Archbald in reference to the papers, or some of the papers connected with this Katydid

transaction, that he should have one of his sons sign the papers and not sign them himself; and did he not say that he proposed to sign the papers himself and not have his son sign them?—A. No; he did not.

Q. Nothing of that kind happened?—A. No, sir.

Q. I want to ask you whether, on or about January 16, 1912, in the office of Mr. W. P. Boland, in Scranton, Pa., you said, in substance, that Mr. Archbald told you it would be better for him to sign the papers in this deal, that you agreed with him, but that you later told the judge that it would be better for his son to sign the papers, and you said the judge intended signing them, and you could not prevent his doing it?—A. No, sir.

Q. Nothing of that kind was said by you?—A. I never told the judge that, or the judge never told me that.

Q. Now, about this visit you made to the judge just before you came down to testify before the Judiciary Committee. A subpoena was served upon you, I understand. On what day of the week was it served?—A. I don't remember.

Q. You were required to appear on what day of the week; do you remember?—A. I don't remember.

Q. Anyhow, you went to the judge and told him you had been subpoenaed and had not the money to pay your fare, did you not?—A. I did.

Q. You went to his office in the Federal Building?—A. I told him so.

Q. And you asked him to lend you the money so that you could come down here?—A. Yes.

Q. You told him you were going to testify or had been subpoenaed before the Judiciary Committee in his matter, did you not?—A. Yes, sir.

Q. Did he not say that he would not give you any money, but that he was going on the train somewhere the next day, and that if you would meet him at the station at that time he would give you a ticket to Washington?—A. That is all; yes, sir.

Q. And you did meet him there?—A. I did meet him at the Delaware, Lackawanna and Western depot, sir.

Q. And he went around to the window and bought that ticket and handed it to you right there?—A. He did.

Q. In the presence of a number of people who were in the room?—A. All that was around there at the time.

Q. And you say that he told you to come down here and tell the truth?—A. He told me to tell the truth and never mind the consequences. He said, "Tell the truth."

Q. You said twice, as I understood you, that this Bradley deal was stopped because this investigation was coming on, or this lawsuit, you said once. You mean the investigation which has resulted in this trial, do you not?—A. Yes, sir.

Q. Now, what do you know about that? I want to know whether you have personal knowledge about that or whether you are giving what you have heard rumored on the street or somewhere else. What do you know about why Capt. May recalled the contract which he had submitted to Mr. Bradley?—A. What do I know? I know that I asked the deed back from Bradley that he had had sent to him to see whether he would accept the deed under the conditions.

Q. I understand you. The contract was sent by Capt. May to Mr. Bradley to see if it was satisfactory to him?—A. Yes, sir.

Q. And the next day, or very soon, Capt. May recalled the contract and said it could not be executed. That is so?—A. Yes.

Q. But you say that that was done because this investigation was coming on. I want to know what the source of your information on that subject is.—A. That is all I got.

Q. Who told you that? Who told you that Capt. May recalled it?—A. Mr. Bradley told me.

Q. Who?—A. Mr. Bradley told me.

Q. Mr. Bradley told you?—A. Mr. Bradley.

Q. He told you that Capt. May had recalled the deed?—A. Yes, sir.

Q. Did Mr. Bradley undertake to tell you why he recalled it?—A. No; he did not.

Q. Did he tell you?—A. That Capt. May wanted it back.

Q. Did he not tell you that Capt. May had told him that there had been letters written making claims against the mine on behalf of the Everhart heirs, and that his counsel had advised him that under the circumstances it would not do to go on with the contract?—A. I guess he did; yes, sir.

Q. Where did you get this idea into your head that it was because of this investigation that Capt. May recalled the contract?—A. Well, I got that from other sources; not from Capt. May.

Q. You did not get it from Capt. May or from Mr. Bradley?—A. No, sir.

Q. Now, is it not a fact that the day you went to Judge Archbald's office in the Federal building, just before you came down here to testify before the Judiciary Committee, that \$500 Jones note had to be renewed?—A. I do not know.

Q. If that was so, you have forgotten it, have you?—A. Yes, sir.

Q. But did you not go there to meet Jones and the judge for that purpose?—A. I do not remember.

Q. You do not remember?—A. No, sir.

Q. About this letter to Mr. Darling that is in evidence. You took that letter to Mr. Darling, and he told you that that dump had been sold or leased or something of that kind?—A. The dump had been leased to Peale, Peacock & Kerr.

Q. That was the end of it?—A. Yes, sir.

Q. You took the judge's letter to him?—A. That settled that deal.

Q. Very well. I should like to know how you came to go to Mr. Darling. Who suggested to you to go to Judge Archbald and get a letter to Mr. Darling?—A. It was William P. Boland who told me about it, but he did not know that Peale had leased it already.

Q. Who was it suggested to you to take Mr. Dainty to Judge Archbald and to try to get Judge Archbald to help him about the selling of the outstanding Everhart interest to the Lehigh Valley?—A. I do not think anybody suggested that to me.

Q. Did not William P. Boland suggest it?—A. No; I could not say that.

Q. You could not say that?—A. No, sir.

Mr. WORTHINGTON. That is all, Mr. President.

Redirect examination by Mr. Manager WEBB:

Q. Mr. Williams, did you tell Mr. Worthington a few minutes ago that in the examination before Wrisley Brown, in Scranton, William P. Boland asked most of the questions?—A. Yes, sir.

Q. You say that now?—A. I say that now; yes, sir.

Mr. Manager WEBB. Mr. President, at this point we offer the deposition of E. J. Williams, taken on the 23d day of March, 1912, in Scranton, with reference to this matter.

Q. (By Mr. Manager WEBB.) Mr. Williams, did you sign this statement?—A. Oh, I might have signed it, but I did not know what was in it; it was not read to me at that time.

Q. Answer the first question. Did you sign it?—A. I signed it; yes, sir; but I did not know what was in it altogether.

Mr. WORTHINGTON. Mr. President, if that paper is offered solely for the purpose of showing what proportion of questions were propounded to Mr. Williams by Mr. Boland, and how many were propounded by Mr. Brown, we have no objection; but if it is offered in evidence to make what this witness said there in that ex parte investigation evidence against Judge Archbald we do object to it.

Q. (By Mr. Manager WEBB.) Mr. Williams, I ask you again if this statement was not read over to you by Mr. Brown, who asked you if you wanted to make any change in your testimony.—A. No. We were in such a hurry, sir, to get out from there after being there four or five hours. I wanted to get some time to get dinner. It was about, I think, 2 o'clock, and I got there in the morning.

Mr. Manager WEBB. Mr. President, we think it is competent to show that these questions were all asked by Mr. Wrisley Brown and the responses thereto were corroborative of what he has sworn with reference to this matter here to-day.

The WITNESS. Mr. Wrisley Brown would not know how to ask these questions altogether without the help of William Boland.

Mr. WORTHINGTON. Mr. President, it seems to me that it would be very unfortunate if we should have to try to get into this case what might be considered evidence against Judge Archbald of what this witness happened to say in an ex parte investigation in Scranton. The questions are all there; it is stated who asked them; and it is easy enough for the managers to do what I have done, count the number of questions that were asked by Mr. Boland, and it will appear that he asked 1 out of 10, or something of that kind. The witness is mistaken—there is no question about that—in saying that Mr. Boland asked most of the questions, so far as the report shows, and we ought not to have a statement made in this way by this witness or anybody else when there was no opportunity for Judge Archbald to be represented, put into this case as evidence.

The PRESIDENT pro tempore. The Chair is of opinion that the paper could not be put in evidence for the purpose of proving the testimony of the witness upon that occasion, unless the managers are prepared to take the position that they have been entrapped by the witness and desire to show what he has testified to on a former occasion; and the Chair does not understand that to be the proposition.

Mr. Manager WEBB. Well, Mr. President, in one view of the matter we think it is competent to show that Mr. Brown asked the questions, and not Mr. Boland. In another view of the question we take it that it is competent for the reason that the witness was examined on the 22d day of March, when the facts were fresh in his mind, and that it is competent to corroborate him as to what he has sworn here to-day to show that he has sworn it on other occasions.

The PRESIDENT pro tempore. The Chair is not of opinion that the corroboration of the witness is in order unless he is impeached in some way. There is no doubt about the right of the managers to prove that the questions were asked by whoever the party is, but the Chair does not think that the paper itself would be admissible as evidence of what the witness then swore to.

Mr. Manager WEBB. Then does the President admit it in evidence for the purpose of showing who did ask the questions?

Mr. WORTHINGTON. I would object to that. It seems to me if it is admitted for any purpose, of course, it goes into the record. It is an easy matter, of course, for anybody to ascertain how many questions were asked by Mr. Boland. As a matter of fact, only 12 were asked by him during a long examination.

The PRESIDENT pro tempore. The Chair would suggest that it would be better for the managers to prove what they desire without introducing the entire paper, because that would be putting in evidence that which is not proper for consideration as evidence.

Mr. Manager WEBB. To prove it in any other way would be an almost endless task, because there are 48 pages of typewritten matter, and the witness would probably have to go over it to see—

Mr. SIMPSON. To see what?

Mr. Manager WEBB. To see who asked the questions.

Mr. SIMPSON. We are quite willing that Mr. WEBB or any of his colleagues shall count them and their say so be put in the record.

Mr. Manager WEBB. I do not care to testify.

Mr. SIMPSON. We do not ask you to testify; but you can get some one outside. Mr. Brown can count them, and his say so will go.

Mr. WORTHINGTON. I happened to think this question might arise, and so I counted them myself. There are only 12 questions by Mr. Boland and 100 or more by Mr. Brown.

Mr. Manager CLAYTON. Mr. President, I dislike to do anything that may seem to be an abuse of the patience of the Senate, but it seems to me, inasmuch as Col. Worthington has seen proper to bring into this case a part of this deposition, that therefore we are entitled to have it all. It is upon that familiar principle that we insist upon our right to introduce this document in evidence in its entirety.

Mr. President, as to the limitation or the effect of this instrument, that is reserved to the Senate when it comes to render its verdict or judgment. We are addressing, as I undertook to say yesterday, a tribunal that acts in the double capacity of the judge of the law and the jury to determine the facts. Therefore, Mr. President, if you as judges admit this paper now, when you come to consider the question of fact as jurors, then you can, if you see fit, limit the effect of its operation. It is impossible for us to separate the function of the judge from the function of the jury here. Inasmuch, I repeat, as counsel for the respondent has introduced a part of this deposition, I insist that it is right and proper for us to have it all in the record—the whole truth, and not a part of it.

Mr. WORTHINGTON. I presume we are entitled to close on our objection, Mr. President. We introduced no part of this deposition in evidence. I asked the question of Mr. Williams as to whether Mr. Boland was not present when he was examined, and he answered that question, which was all I asked. Then he volunteered the statement, "Yes, and asked most of the questions." I did not ask him who asked the questions. I showed that Mr. Boland was present at the very time he has testified.

The PRESIDENT pro tempore. If a part of the deposition has been offered by counsel for the respondent, of course the Chair will recognize the right of the managers to offer the entire paper; but that is a question that seems to be in dispute. That proposition was not first suggested by the manager who first offered the paper. He put it upon an entirely different ground, as the managers and the Senate will remember. The Chair is not prepared to pass upon the question as to whether or not there has been in fact any part of the deposition put in evidence by the counsel for the respondent. If there has been a part of it put in evidence, the Chair recognizes the right of

the managers to have all of it on that ground alone. The Chair thinks the other propositions are untenable. The Chair, of course, recognizes the right of the managers to prove how many of these questions were asked by the respective parties.

Mr. Manager WEBB. Then we will offer, Mr. President, that part of it for that purpose. I do not recall the exact questions that Col. Worthington excerpted from the deposition.

The PRESIDENT pro tempore. Offer it for what purpose?

Mr. Manager WEBB. For the purpose of showing the entire questions and answers with reference to the matter about which Col. Worthington asked the witness.

Mr. SIMPSON. There was no such offer—

The PRESIDENT pro tempore. Probably the stenographer's notes would have to be consulted to see what part of it, if any, was offered by counsel for the respondent.

Mr. SIMPSON. There was no such offer made at all. There have been questions asked by Mr. WEBB for the managers and there have been questions asked by counsel for the respondent as to whether the witness did not testify at a certain place in a certain way. The managers might just as well say that because they asked whether or not on such and such a date he did not testify to such and such a thing before the Judiciary Committee the whole of his testimony may be put in in bulk here in that way. That is not the result which flows out of any such a suggestion as that. It is an inquiry of him for the purpose of putting him straight upon the record, and it is a particular right which those who are cross-examining have; otherwise cross-examination would amount to nothing. But there grows out of that no right to put in a whole bulk of testimony. Such a thing would be the most absurd rule of law imaginable.

If Mr. Worthington had said, "Mr. Williams, did you not on such and such a day testify thus and so?" and read the question and answer, and the managers then thought there was something in some other question or answer in that document which in some way corrected or straightened out or affected that matter, they could then ask him, "Did you not also testify thus and so on that same day?" and get that straightened out in the record in that way; but to put the whole document in, whether it relates to the question or not, would be—

Mr. Manager CLAYTON. May I ask the counsel—

The PRESIDENT pro tempore. The Chair must insist that the argument proceed in order. If there is objection, counsel will be heard, a reply will then be received by the Senate, and a conclusion accorded to the party making the objection; but irregular discussion can not be continued without manifest inconvenience and ill result.

Mr. Manager CLAYTON. I did not intend to interrupt, Mr. President, except by permission of the Senate and the consent of counsel, and it was for the purpose of directing—

The PRESIDENT pro tempore. The Chair had reference to the entire discussion and not to the particular manager who last addressed the Chair. It is necessary that we proceed in order. When there is objection, counsel will be heard; then a reply will be heard, and then a conclusion, but it must be done in that order if we are to proceed methodically.

Mr. SIMPSON. I think, sir, I have brought before the Senate what I desired.

Mr. WORTHINGTON. Mr. President, we have agreed that this matter may go over until to-morrow, so that we may see just what has taken place.

Mr. Manager WEBB. That was the agreement, Mr. President.

Q. (By Mr. Manager WEBB.) You told Col. Worthington a few moments ago that you could get options when others could not do it. What peculiar influence or power did you have to get options when other men failed to get them? Was it the influence of Judge Archbald?—A. How is that?

Q. You told Col. Worthington a few moments ago that you could get options on culm banks when other men failed to get them. What was your peculiar influence to enable you to get these culm banks when other men could not—was it Judge Archbald's assistance?—A. No, sir.

Q. What did you mean when you told the colonel that?—A. What?

Q. What did you mean when you told Col. Worthington that?

Mr. WORTHINGTON. Please say "Mr. Worthington."

Mr. Manager WEBB. "Mr. Worthington," I beg pardon.

A. I had one lease from Forest City to Moosic of all the Erie culm without the judge's aid. I never asked the judge—

Q. Why did you tell Mr. Worthington that you could get options when other men failed?—A. I could. I could get this one when Boland could not touch it at all,

Q. You got this option on the Katydid when other men had failed?—A. Yes, sir.

Q. That was the one you referred to; and you got that through the influence of Judge Archbald, did you not?—A. I did not, sir. I only got one part of it through Judge Archbald.

Q. That was the Katydid?—A. Yes; one part of it.

Q. And the Katydid dump belonged to the Erie Railroad Co.—one part of it?—A. One part of it; one-half of it; yes, sir.

Q. Mr. Robertson wanted to sell his part, did he not?—A. Yes, sir.

Q. And the Erie Railroad Co. would not buy it? Is not that true?—A. No; he wanted to sell it; he had been trying to sell it to the Erie Co.

Q. The Erie would not buy it?—A. No, sir.

Q. And the Erie would not lease their part?—A. No.

Q. Until you took hold of it?—A. Yes. They had agreed to sell it to the Du Pont Powder man before that for less than one-half what I offered for it.

Q. But it was never carried up to Mr. Thomas by Mr. May, and nothing ever came of it. Is not that true?—A. No; but they offered it for \$2,000 to du Pont, sir.

Q. Then you say you got the Erie Railroad Co.'s part of this dump through Judge Archbald's influence. Is not that your statement?—A. Yes; by paying a double price for it.

Q. I understand, but at whatever price it might be?—A. They did not favor me because of his influence, because I paid \$2,500 more for it than they offered it before.

Q. You alone could not get it from Capt. May; you could not get it by yourself?—A. I do not know.

Q. You tried it and failed?—A. I did at the time, but he did not say he would not give it to me.

Q. He declined to let you have it?—A. He declined at the time.

Q. Yes; and you carried the matter back to Judge Archbald?—A. I did.

Q. And are you willing to swear now that you got this culm dump from the Erie Railroad Co. through your influence or through Judge Archbald?—A. I got part of it; yes; their half.

Q. Their half through whose influence?—A. Judge Archbald's.

Q. Before you took this letter to Mr. May, did the judge tell you that he had already phoned May in advance that you were coming to see him?—A. No, sir.

Q. I believe the judge in his answer to this article says that before he wrote this letter to Mr. May he had already phoned May about this Katydid dump. Did he ever tell you that he had phoned him?—A. I do not remember anything about it.

Q. When he sent the letter up there to May by you did he tell you he had already communicated with May about the dump?—A. No, sir.

Q. I want to ask you a question or two about this silent-party agreement. It seems that you have stated that you did sign a silent-party agreement and stated that you do not remember it. I ask you if this is not the way it occurred, and if you did not swear to this before the Judiciary Committee: That you did have a silent-party agreement with Mr. Robertson?—A. What—that I did?

Q. I ask you whether, after you had been examined back and forth on this question before the Judiciary Committee, I did not ask you the question, "Mr. Williams, it seems that you did sign a silent-party agreement, but you think that this one in evidence, September 4, is not the one, because that is not the date"?—A. Do you not know that other copy you showed me last night here?

Q. Yes. What about it?—A. That is not the copy. Where did it come from?

Q. That is not the copy you signed?—A. I did not sign any, sir.

Q. Did you sign?—A. (Interrupting.) I never signed it. I do not know anything about the copy that you are talking about, where the writing is across the typewriting; I never signed that. I told them at first that I never had signed that.

Q. That particular copy; but I ask you again now, leaving out that particular copy which we referred to last night, did you not sign a silent-party agreement when you got the lease from Robertson, and did you not swear that before the Judiciary Committee?—A. To whom did I sign?

Q. Let me ask you if this statement was not made by you before the committee?

Mr. RUCKER. Who was the silent party referred to in that paper?

Mr. WILLIAMS. I think that was—

Mr. RUCKER. I am not talking about that. Who was the party you referred to when you said "silent party"?

Mr. WILLIAMS. It was Judge Archbald.

Mr. RUCKER. There is no question about you signing such a paper, is there?

Mr. WILLIAMS. Yes, sir.

Mr. RUCKER. And it had reference to Judge Archbald?

Mr. WILLIAMS. I think it was in John—
Mr. RUCKER. I am not asking what it was in.
Mr. WILLIAMS. Let me tell you. It was in John M. Robertson's option. That is where the "silent party" was.
Mr. RUCKER. Why did you write in this paper the phrase "silent party," referring to Judge Archbald? [Page 575.]

Now, then, was not that reference to "silent party" in the option that you first secured from Robertson? That is what you seem to have finally sworn before the Judiciary Committee?—A. I could not say that I ever saw that in Robertson's option.

Q. Did you ever sign an agreement in which there was a silent party mentioned? I am not talking about the one of September 4 or 5 now, but I am asking this: Did you ever, with Robertson or with anyone else, sign a contract or an assignment in which "silent party" was mentioned?—A. I do not remember any such contract; I do not remember.

Q. Let me ask you if you did not tell Mr. Worthington this on his examination of you before the Judiciary Committee, reading at page 579 of the record:

Mr. WORTHINGTON. I would like to ask you to explain, if you can, why it is you say to me that you executed only one contract or assignment to Mr. Boland, in which there was nothing said about a silent party, and then the next minute you say to the members of the committee that you did understand you signed something in which there was reference to a silent party? How do you explain that contradiction?

Mr. WILLIAMS. I don't remember signing such a contract as that, but I tell you that there was a silent party in one paper that we had—a silent partner.

Did you tell Mr. Worthington that?—A. I do not know.

Q. Sir?—A. I could not say whether I said that or not.

Q. Was there any paper that you ever signed, whether in the presence of Mr. Boland or any other person, in which the words "silent party" were used?—A. Why should he use the "silent party" when he put his own name in the Conn paper? Why should he put in "silent party"?

Q. You need not argue the case. I wish you would listen to this question. Again, on page 590:

The ACTING CHAIRMAN. Then your contention is that the contract which has been shown you here, Exhibit 20—

That is the contract of September 5, in which you refer to the silent party and which you now say you did not sign—

which contains the language "and a silent party, whose name is known only to the persons named therein," was drawn in August and not in September? In other words, I understood you to say that the date had been changed on it?

Mr. WILLIAMS. It was drawn before April, sir.

The ACTING CHAIRMAN. It was drawn before April?

Mr. WILLIAMS. Yes, sir.

The ACTING CHAIRMAN. But it was drawn and signed by you? Is that right?

Mr. CARLIN. He says a contract was, but this contract never was.

The ACTING CHAIRMAN. I understand; but I am asking about this particular contract. As I remembered his testimony day before yesterday, he contended that while he signed this contract with the "silent-party" language in it, it was really signed before he ever tried to make the deal with Robertson, and that after the deal was made with Boland he contends the date was changed on it to September 5. Was not that your contention the other day, Mr. Williams?

Mr. WILLIAMS. Wait, now—

The ACTING CHAIRMAN. I wish you would listen to my question.

Mr. WILLIAMS. Yes, sir.

The ACTING CHAIRMAN. I say, was not that your contention the other day?

Mr. WILLIAMS. Yes, sir.

The ACTING CHAIRMAN. That while you did sign this contract, this assignment to Mr. Boland, it was really signed not on September 5 but at some day before that time?

Mr. WILLIAMS. It was signed before this [exhibiting memorandum book]. Now, there is the time I got the culm from Robertson. You will see the date.

The ACTING CHAIRMAN. April 5?

Mr. WILLIAMS. April 5; yes, sir.

Mr. GRAHAM. Mr. Chairman, I suggest that you put in the record what that book is.

Is that your present contention—that you did sign a silent-party contract, but that it was not dated September 5, but some prior time? [A pause.] What do you say about that now, Mr. Williams?—A. I do not know anything about that contract that Boland claims that was wrote right on an angle across the paper there; I do not know anything about it; I can not have any memory of such a paper that ever came before me.

Q. Did you ever before September 5 sign any contract containing a silent-party reference?—A. The only paper I signed to him was before the option was got; before I got the option from Robertson.

Q. I believe you admit that you did sign this paper exhibited to you yesterday—the assignment of September 5—in which the silent party is included. You signed that?—A. I never signed that paper. I can not remember anything about such a paper in the world. And where did you get the paper you brought before me last night? Where did you get the paper? Will you bring that here? [A paper was handed to the witness by Mr. Manager WEBB.]—A. Oh, that is it? Well, this is not the paper, you know.

Q. (By Mr. Manager WEBB.) Now, which was the paper you signed?—A. Let me tell you now. That paper was printed down to the bottom here [indicating] and written across that way. This is not the paper, sir. No, sir.

Q. Did you sign this paper?—A. Did I sign it?

Q. Is not that your signature?—A. Yes, sir; that is my signature; but how did they get it there? That is the question. It is my signature all right; but you know how Jim Crawford's will was made, but I never signed. Why did he not bring that before, instead of bringing the other paper that was signed right across the printing of the stenographer?

Q. Are you in the habit of signing papers the contents of which you do not know?—A. No; not very often, sir.

Q. Then you did sign this paper?—A. Did I?

Q. You say you did?—A. Oh, you say so. No; I do not say so, because that paper—why did you bring that paper? Last night was the first time I saw it. The other paper, I told you, was signed at an angle across the writing on the paper.

Q. Well, Mr. Williams, I understand you to say that is your signature?—A. I say that, but I say Jim Crawford's will was signed the same way.

Q. Then you say that that is your signature?—A. Yes; it is my signature; but where did they get it? That is the point.

Q. That is Exhibit 7. One more question, please. When you went to the judge, after having seen May, and the conversation arose about the lighterage case, who mentioned the lighterage cases first?—A. I did.

Q. Let me ask you if you did not swear this before the House Judiciary Committee last May [reading from page 497]:

The CHAIRMAN. Did the judge, about that time, mention the lighterage cases to you in any conversation?

Mr. WILLIAMS. I seen them right there on the desk.

The CHAIRMAN. Was anything said about the lighterage cases?

Mr. WILLIAMS. He said that he had cases for them there at the time. That is all.

The CHAIRMAN. Meaning that he had cases before him in the court at that time?

Mr. WILLIAMS. Yes, sir. I did not understand what lighterage was at all.

The CHAIRMAN. And did he say that the Erie Railroad was a party defendant to those cases?

Mr. WILLIAMS. Yes, sir.

Did you swear to that?—A. Yes, sir.

Q. That is true, is it not?—A. Yes, sir; that is true.

Mr. Manager WEBB. That is all, Mr. President.

Recross-examination by Mr. WORTHINGTON:

Q. When you said just now, "Yes; that is true," in answer to Mr. WEBB's question, what did you mean?—A. What did I mean?

Q. What was it you meant was true?—A. It was true that we talked about the lighterage case.

Q. Do you mean to say it is true the judge asked the question first?—A. No; I do not say that. I say that we talked about it.

Q. How do you know that Mr. Robertson offered to sell his interest in the Katydid culm dump to Capt. May's company and could not do it?—A. He told me himself.

Q. Robertson told you?—A. Yes, sir.

Q. That is all you know about it—what Robertson told you?—A. Yes, sir. There is the man there.

Q. Where?—A. Up there [indicating the gallery].

Q. I understood you to say to Mr. WEBB just now that you tried to get the Katydid yourself before you went there with a letter from Judge Archbald. That is not so, is it?—A. I got the Robertson part of it, I told you; yes, sir.

Q. You did not go to Capt. May until you went there with a letter from the judge?—A. No, sir.

Mr. WORTHINGTON. That is all.

Mr. SMITH of Georgia. Mr. President, I send to the desk two questions which I should like to have the witness answer.

The PRESIDENT pro tempore. The Senator from Georgia asks that the questions submitted by him be propounded to the witness. The Secretary will read them.

The Secretary read as follows:

Q. Was the docket which you saw in Judge Archbald's room in writing or in print?

A. In print.

The PRESIDENT pro tempore. The next question offered by the Senator from Georgia will be read by the Secretary.

The Secretary read as follows:

Q. Please describe the appearance of the docket, and state at what place, with reference to the top or bottom of the page, the Erie cases were printed in the docket.

A. They were printed on top of the page.

The PRESIDENT pro tempore. The witness may retire. The managers will call their next witness.

Mr. Manager CLAYTON. Mr. President, we do not wish the witness to be discharged at this time, because we may desire to recall him.

The PRESIDENT pro tempore. Yes. The witness will remain in attendance.

Mr. WORTHINGTON. I think it should be understood that no witnesses are to be discharged unless counsel on both sides consent.

The PRESIDENT pro tempore. That will be the order given, then.

Mr. Manager CLAYTON. Do you mean to say—I ask for information—that if we are through with a witness and hear no expression of a desire on the part of the respondent that the witness attend further upon the court, we shall not have him discharged until we get the consent of the opposing counsel?

The PRESIDENT pro tempore. That was the suggestion of counsel.

Mr. WORTHINGTON. I think it much better, if either side wishes to discharge a witness, to ask the other side whether it has any objection.

Mr. Manager CLAYTON. I ask that because I think in one or two instances we have already, perhaps, dispensed with the attendance of some of the witnesses, and it seems to me that that makes a very difficult rule for us to follow. But we will do the best we can.

The PRESIDENT pro tempore. That is a different case altogether. The suggestion refers only to witnesses put upon the stand.

Mr. WORTHINGTON. I meant it to apply to those who are subpoenaed. As a matter of fact, we have refrained from issuing subpoenas to witnesses because we have understood they would be brought here by the managers on the part of the House. I think it might be very troublesome if a witness subpoenaed here should be discharged without our knowing it. It is very easy to arrange the matter. Counsel and the managers are here together every day, and we can communicate with them by telephone when we are not here.

The PRESIDENT pro tempore. Unless the matter is arranged between counsel, the Chair suggests that if the counsel for the respondent desires a witness it is perfectly competent for him to subpoena the witness on his own account.

Mr. Manager CLAYTON. I would say, in fairness to the managers on the part of the House, that in quite a number of instances gentlemen having important business engagements have asked the managers to let them go home, and, if needed, to call them back by wire and they would come. We have done that in a number of instances. Now, it may be developed in the case that we may not want to call back those gentlemen.

The PRESIDENT pro tempore. The Chair has already suggested to counsel for the respondent that if he desires the attendance of any witness who has also been subpoenaed by the managers, it is competent for counsel to subpoena him, and that will insure his attendance.

Mr. Manager CLAYTON. That is entirely satisfactory.

Mr. Manager WEBB. Mr. President, Mr. STERLING, one of the managers, will examine the next witness, who is Mr. W. A. May.

The PRESIDENT pro tempore. Call in the witness.

TESTIMONY OF WILLIAM A. MAY.

William A. May, having been duly sworn, was examined and testified as follows:

Q. (By Mr. Manager STERLING.) Where do you live?—A. Scranton, Pa.

Q. How long have you lived in Scranton?—A. Thirty-nine years.

Q. What is your business?—A. I am now vice president and general manager of the Hillside Coal & Iron Co.

Q. Where is the office of the Hillside Coal & Iron Co.?—A. Their office is in Dunmore, Pa.

Q. Where is Dunmore with reference to Scranton?—A. It is a suburb of Scranton, joining it.

Q. How long have you been vice president and general manager of the Hillside Coal & Iron Co.?—A. About one year.

Q. How long have you been connected with that company?—A. Since July 1, 1873.

Q. In what capacity were you connected with the Hillside company prior to the time you became manager and vice president?—A. Before becoming vice president and general manager I was general manager. Previous to that I was superintendent.

Q. Are the duties of your office now as vice president and general manager substantially the same as they were prior to a year ago?—A. They are substantially the same.

Q. What is the relation of the Hillside Coal & Iron Co. to the Erie Railroad Co.?—A. The Erie controls the Hillside Coal & Iron Co.

Q. In what way does it control it?—A. I believe by stock ownership.

Q. Does the Erie Railroad Co. as a corporation own the Hillside Coal & Iron Co.?—A. I believe so.

Q. All of it?—A. I so understand.

Q. Who are the officers of the Hillside Coal & Iron Co.?—A. Mr. F. D. Underwood, president; G. A. Richardson, vice president; D. W. Bigoney, treasurer; David Bossman, secretary.

Q. Who is president of the Erie Railroad Co.?—A. Mr. F. D. Underwood.

Q. How long has he been president?—A. I can not tell you.

Q. He is also president of the Hillside Coal & Iron Co.?—A. He is.

Q. Do you hold any official position with the Erie Railroad Co.?—A. I do not.

Q. Who is the general counsel for the Erie Railroad Co.?—A. Mr. George F. Brownell.

Q. What office, if any, does he hold in the Hillside Coal & Iron Co.?—A. He is general solicitor.

Q. He is general solicitor for both of those corporations?—A. He is vice president and general solicitor for the Erie and general solicitor for the Hillside Coal & Iron Co.

Q. Mr. Richardson is vice president of the Erie Railroad Co.?—A. He is.

Q. What is his office, if any, with the Hillside Coal & Iron Co.?—A. He is vice president.

Q. Who is your immediate superior officer?—A. Mr. Richardson.

Q. In the Hillside Coal & Iron Co.?—A. He is.

Q. Do you know Judge Archbald?—A. I do.

Q. Do you know E. J. Williams?—A. I do.

Q. How long have you known E. J. Williams?—A. I think I first met him about 20 years ago.

Q. Has your acquaintance with him been continuous since that time?—A. It has not.

Q. To what extent does your acquaintance with E. J. Williams go?—A. Very slight.

Q. Have you had any business negotiations with him?—A. I have not, except in the case of the Katydid dump, now in question.

Q. What do you mean by the Katydid dump?—A. It is a culm dump made by the operations of the Katydid colliery.

Q. Describe briefly what you mean by a culm dump.—A. Culm is the refuse coal made in preparing coal for market.

Q. How is the refuse made?—A. By breaking up run-of-mine coal, running it through the breaker and making it into the various sizes.

Q. A culm dump is not made except as an incident to mining coal, is it?—A. That is all.

Q. And is thrown aside, and at one time was abandoned as refuse?—A. That is correct.

Q. And as worthless?—A. Yes, sir.

Q. And the accumulation of this refuse at the different collieries are called culm dumps?—A. Yes, sir.

Q. Or culm banks?—A. Yes, sir; coal dumps or coal banks.

Q. In the mining of what kind of coal is the culm bank created?—A. Anthracite coal.

Q. Where is the Katydid culm bank situated?—A. It is situated near Moosic, Pa.

Q. Where is that, with reference to Scranton?—A. Moosic is about 5 miles away.

Q. You are familiar with the Katydid culm bank?—A. Yes, sir.

Q. I will ask you to state what were the beginnings of the negotiations for the sale of the Katydid bank to Mr. Williams.—A. Mr. Williams brought to me a letter from Judge Archbald. That was the beginning.

Q. Before that had not Judge Archbald telephoned you in regard to it?—A. He may have done so. I do not remember it, though.

Q. Did you not suggest to Judge Archbald in the conversation over the phone that he send you a letter?—A. It may be possible; I do not remember.

Q. In any event, Mr. Williams came to you with a letter?—A. Yes, sir; he did.

Mr. Manager STERLING. I ask that this be marked as an exhibit.

The letter referred to was marked "Exhibit No. 11."

Q. (By Mr. Manager STERLING.) Look at Exhibit No. 11, Mr. May, and state if that is the letter Mr. Williams brought to you about the day it bears date.—A. (After examination.) That is the letter.

Mr. Manager STERLING (to Mr. Worthington). Do you want to see it?

Mr. WORTHINGTON. We are familiar with it.

Mr. Manager STERLING. We offer the letter, and will ask the Clerk to read it.

The PRESIDENT pro tempore. In the absence of objection, it will be marked and read.

The letter referred to was marked "Exhibit No. 11" and was read, as follows:

[U. S. S. Exhibit 11.]

(United States Commerce Court, Washington.)

SCRANTON, Pa., March 31, 1911.

W. A. MAY, Esq.,
Superintendent Hillside Coal & Iron Co.

DEAR SIR: I write to inquire whether your company will dispose of your interest in the Katydid culm dump belonging to the old Robertson & Law operation at Brownsville? And, if so, will you kindly put a price upon it?

Yours, very truly,

R. W. ARCHBALD.

Q. (By Mr. Manager STERLING). I wish you would look at the notation at the bottom of the letter and state who put that there—A. I put the upper notation; that is, just below the signature. That is in my handwriting.

Q. When did you do that?—A. On March 31, 1911.

Q. Please read your notation.—A. "Have asked Beyea to have an estimate made of the quantity of material in this bank."

Q. Who is Beyea?—A. He is the land agent.

Q. When Mr. Williams presented that letter to you, just state what he said to you and what you said to him.—A. I do not remember anything he said to me.

Q. Do you remember the substance?—A. I do not.

Q. What did you say to him?—A. I took the letter and put the notations thereon. I do not remember what I said to him. Whether I told him I would have an examination made or not, I do not remember.

Q. To refresh your recollection, Mr. May, did you not say to him that it was not the policy of the railroad company or the Hillside Coal & Iron Co. to dispose of its coal properties?—A. I do not believe I said so.

Q. Did you write Judge Archbald?—A. I did not.

Q. In reply to that letter?—A. I did not.

Q. Did you not send any word to Judge Archbald by Mr. Williams at that time?—A. I do not remember.

Q. Do you say now that you did not?—A. I do not say that I did or that I did not.

Q. Do you say that you probably did?—A. I would not.

Q. Do you know whether or not you made any answer in any way, either by letter or by word, through Mr. Williams to Judge Archbald to that letter?—A. I do not remember what I said.

Q. What did you do next after you had made the notation on the letter?—A. I do not remember what I did.

Q. Did you order an estimate made of it?—A. I did.

Q. When?—A. The notation was on there.

Q. When did you do it, I am asking you?—A. March 31, 1911.

Q. Why did you do that?—A. Because we wanted to get at the quantity of material in the bank.

Q. Did Mr. Beyea make an estimate of the material?—A. He did not.

Q. Why did he not?—A. He gave it to the engineer in his office to make it.

Q. Was it made by your office or by your company?—A. The estimate was made.

Q. When?—A. Shortly after this date.

Q. What was done about it, then, when you got the estimate?—A. The estimate was made, the sizes of the coal arrived at, and then the matter was brought again to my attention.

Q. By whom?—A. By Mr. Beyea and by Mr. F. A. Johnson, who arrived at the quantity, or rather the percentage, of the various sizes in the bank.

Q. What did you do when you got the report from the engineer?—A. Nothing was done, as I recall it; nothing was done at that particular time.

Q. What did you next do with reference to the matter?—A. The next thing I recall is that I spoke to Mr. Richardson about it.

Q. Had you heard again from Judge Archbald between the 31st of March and the time you spoke to Richardson with reference to it?—A. I do not remember that I did.

Q. What did you and Mr. Richardson do with reference to it?—A. When he visited the mines I spoke to him about it.

Q. What did you say to him?—A. We merely discussed the advisability of selling the dump and concluded not to sell it.

Q. And concluded not to sell it?—A. At that time.

Q. How is that?—A. We concluded we would do nothing at that time.

Q. You decided that it was against the policy of the company to sell its coal property and determined not to sell it?—A. Not necessarily in that way.

Q. Not necessarily? Did you do it or did you not do it? What was the result of your conference with reference to

selling the Katydid?—A. The matter was dropped for the time being.

Q. What conclusion did you come to with Mr. Richardson with reference to selling the Katydid?—A. We simply stopped at that point—did nothing more.

Q. You decided not to sell it?—A. We decided not to sell it.

Q. Then Williams came to you again, did he not?—A. He might have come to me again.

Q. What did you say to him then?—A. I do not remember.

Q. After you and Mr. Richardson had concluded not to sell it?—A. I do not remember.

Q. He came then with a letter from the judge, did he not?—A. I have no recollection of getting a letter from the judge through Mr. Williams.

Q. Did you not say to Mr. Williams when he came to you after you conferred with Richardson that you were not going to sell the Katydid?—A. I might have done so; I do not remember.

Q. Did you learn then, after Williams had been to you that time, that he had gone back to Judge Archbald?—A. I did not.

Q. When did you next hear of this negotiation for this Katydid coal bank on the part of Judge Archbald and Mr. Williams?—A. I think it was in August.

Q. About what time in August?—A. About the 25th of August.

Q. Where did you hear of it?—A. In New York.

Q. Where?—A. In Mr. Richardson's office.

Q. Both his office and Mr. Brownell's office are in New York?—A. They are.

Q. At the same place, are they not?—A. Yes, sir.

Q. What did Richardson say to you then?—A. As I recall it, he told me to take up the Katydid dump matter again.

Q. With whom?—A. With Mr. Williams.

Q. Did he say why?—A. He told me that Judge Archbald had seen him.

Q. Did he tell you when Judge Archbald had seen him?—A. He did not.

Q. Did he tell you where he had seen him?—A. I do not recall that.

Q. Did he not tell you that Judge Archbald had come to his offices in New York; that he desired to buy the Katydid coal dump, and that he had told Judge Archbald that he would take it up with you again? Is not that what he said to you?—A. I think that is so.

Q. That is substantially what he said to you?—A. Yes.

Q. And from that you began negotiations again for the sale of the Katydid coal dump?—A. I did.

Q. What did you do?—A. I casually met Judge Archbald and told him—

Q. You say you casually met him. What do you mean by casually meeting him?—A. I accidentally met him, then.

Q. Where did you meet him?—A. I met him on the street.

Q. When?—A. I think the 29th of August.

Q. Four days after you had been in New York?—A. Yes, sir.

Q. What did you say to him?—A. As nearly as I recall it I told him to send Mr. Williams up to see me about the Katydid bank.

Q. Why did you send that message by Judge Archbald?—A. I incidentally met him and told him because the letter had originally come from him.

Q. And Mr. Richardson told you to open up negotiations again with Williams, you say?—A. Yes.

Q. The reason you told Judge Archbald to send Williams to you again was because you knew that Judge Archbald was interested in the proposed purchase of the coal dump. Is not that true?—A. Not necessarily.

Q. You say "not necessarily." Now, was it true or not? Did you suppose that he was interested at that time?—A. I knew he was interested, but what the character of his interest was I did not know.

Q. Did Williams come up to see you after you sent word to him by Judge Archbald?—A. He did.

Q. The same day?—A. No, sir.

Q. When?—A. I think it was the next day.

Q. Then what did you do when Williams came?—A. I told him that I would recommend the sale of the dump for \$4,500. I do not remember whether I told him I would write him, but because of that interview I wrote a letter.

Q. To Mr. Williams?—A. To Mr. Williams.

Q. When you met Judge Archbald on the street, what else did you say to him besides telling him to send Mr. Williams up to see you?—A. Nothing that I recall.

Q. Did you not say to him that you would let them have the Katydid coal dump?—A. No, sir; I do not recall.

Q. You told him what you wanted to see Williams about, did you not?—A. I do not think I did. I might have. I do not remember.

Q. Is this the letter [exhibiting], marked Exhibit One-half, in which you say to Mr. Williams that you recommend the sale of whatever interest the Hillside Co. have?—A. (Examining.) That is the letter.

Q. It is the letter you have just referred to?—A. Yes, sir.

Q. What occurred next, after you had written that letter to Mr. Williams, the one dated August 30?—A. I think the next thing was the bringing of Mr. Bradley to my office by Mr. Williams.

Q. When was that?—A. That was in April of this year.

Q. Do you remember about what time it was?—A. It must have been about April 8 or 9.

Q. Who came with Mr. Bradley to your office?—A. Mr. Williams.

Q. What occurred there?—A. Mr. Williams introduced Mr. Bradley to me as a purchaser of our interest in the Katydid dump.

Q. In this letter of August 30 you propose to sell the interest of the Hillside Co. for \$4,500. Now, when Williams came there with Bradley, did they state to you the terms on which Bradley was taking the property?—A. No; they did not.

Q. You say they did not?—A. They did not.

Q. Go ahead and state what was said.—A. As nearly as I remember it, I asked Mr. Bradley for references as to his financial responsibility, and he gave me the references; and as I was going down to the Consolidated breaker, which is situated in that vicinity, I told him I would go down to the dump with them, and I did go down to the dump, I think that afternoon, and Mr. Bradley looked at it and said he was willing to take it.

Q. At what price?—A. At \$4,500 for everything below pea size, and to pay royalty on pea and above.

Q. You say that Bradley said he would take it at that price?—A. He did.

Q. Was not that the price at which Williams and Archbald were buying it?—A. It was the price that they were to get it at.

Q. From you?—A. From us.

Q. But you knew they had sold it to Bradley for \$20,000?—A. I did not.

Q. Did you know what price they had sold it at?—A. I did not.

Q. Then Bradley did not say he would take it at \$4,500, did he?—A. No; he said that he was willing to take the bank, after looking at it. I do not believe he said he would take it at \$4,500.

Q. Did you not know of an effort on the part of Williams and Archbald to sell this property to Conn?—A. I did.

Q. Then this was not the next thing that occurred. What was it with reference to the sale of the property to Conn?—A. The sale of the property to Conn was his request from me to know what our investigations disclosed as to what the bank contained. That is my recollection.

Q. That inquiry was from Conn?—A. That was from Conn.

Q. Had you received a letter from Judge Archbald prior to that about the sale to Conn?—A. No; I think that Mr. Conn inquired before that letter came.

Q. Look at this letter [presenting letter], Exhibit 12, and state if you got that letter from Judge Archbald?—A. (Examining letter.) Yes, sir; I got that letter from Judge Archbald.

Q. What date does it bear?—A. November 29, 1911.

Q. Did you make any notations on that letter?—A. No, sir. Mr. Manager STERLING. Just give it to the clerk. We offer it, Mr. President, and ask that it be read.

The PRESIDENT pro tempore. It will be read.

Mr. Manager STERLING. Did you want to see it, Mr. Worthington?

Mr. WORTHINGTON. Oh, no.

The Secretary read as follows:

[U. S. S. Exhibit 12.]

SCRANTON, November 29, 1911.

W. A. MAY, Esq.,

General Manager Hillside Coal & Iron Co.

MY DEAR CAPT. MAY: I have closed a deal on behalf of Mr. Williams for the Katydid culm dump with the Laurel Line Co., as reported to you by telephone this morning, and am therefore ready to close with you at any time you indicate—the earlier the better. Please let me look over the papers you have drawn before you execute them. I go to Washington on Monday for a few days, and, if not too much to ask, I would like before I go to get the preliminaries disposed of.

Very truly, yours,

R. W. ARCHBALD.

Q. (By Mr. Manager STERLING.) The letter that has just been read, marked Exhibit 12, was in the handwriting of Judge Archbald, was it not?—A. It was.

Q. Did you answer that letter?—A. I answered the letter; yes, sir.

Q. Look at Exhibit 13 [presenting letter] and state if that is the answer which you made?—A. (Examining letter.) That is the answer I made.

Mr. Manager STERLING. We offer it in evidence, and I ask the Clerk to read it.

The PRESIDENT pro tempore. The letter will be read.

The Secretary read as follows:

[U. S. S. Exhibit 13.]

DECEMBER 1, 1911.

Hon. R. W. ARCHBALD, Scranton, Pa.

MY DEAR JUDGE: Your note of the 29th ultimo, telling me of the consummation of the sale of the Katydid culm dump and requesting that the papers for the sale of the Hillside's interest be submitted to you before you leave for Washington on the 4th instant, is received.

I regret very much that I can not have the papers ready by that time. I shall, however, take the matter up with our attorneys to-day and do the very best I can. If it were not necessary to submit the papers to our New York office I could do as you wish, but that is the obstacle.

Yours, very truly,

General Manager.

Q. (By Mr. Manager STERLING.) Mr. May, the letter just read was not the original?—A. No, sir.

Q. That was just a copy of the letter which you sent to Judge Archbald?—A. Just a copy.

Q. Look at Exhibit 14 [presenting letter] and state if you received that letter from Judge Archbald.—A. (Examining letter.) I received that letter from Judge Archbald.

Mr. Manager STERLING. We offer it and ask that it be read.

The PRESIDENT pro tempore. The Secretary will read it.

The Secretary read as follows:

[U. S. S. Exhibit 14.]

(United States Commerce Court, Washington.)

SCRANTON, PA., December 13, 1911.

MY DEAR CAPT. MAY: The closer I look into the claim of Mr. Robertson, the more I am impressed with the idea that it is something substantial. And the less, on the other hand, do I feel that there is very much consideration to be given to the Everhart end of it. In order, however, to relieve the matter of any question, I am endeavoring to see whether I can secure from them and from the E. & G. Brookes Co. people a release of their respective interests, for which I have made them what I consider a fair offer. In the meantime, may I ask that you regard the price which you have given us for the Hillside Coal & Iron Co. interest as confidential.

Yours, very truly,

R. W. ARCHBALD.

Q. (By Mr. Manager STERLING.) Mr. May, when you received that letter did you form the opinion then that Judge Archbald had a pecuniary interest in this transaction?—A. I arrived at no conclusion as to his interest.

Q. He spoke about the price he was paying for it in that letter? Did it occur to you that he himself had any interest in the dump?—A. I did not know what interest he had.

Q. That is not the question, Mr. May. Did it occur to you from the letter which he wrote you at that time that he was buying this on his own account or that he had an interest in the dump?—A. I did not know what his interest was.

Q. I am not asking you that. Did it occur to you that he had any interest at all in it?—A. He might have had an interest of some kind, but what his interest was I do not know.

Q. Well, you thought he had an interest of some kind in it, did you not?—A. Of some kind; but just what it was I did not know.

Q. Then you replied to that letter by Exhibit 15, did you not [handing a letter to the witness]?—A. (After examination.) I did.

Mr. Manager STERLING. Will the Secretary please read the letter which we offer?

The PRESIDENT pro tempore. The letter will be read.

The Secretary read as follows:

[U. S. S. Exhibit 15.]

DECEMBER 15, 1911.

Hon. R. W. ARCHBALD, Scranton, Pa.

MY DEAR JUDGE: Your letter of the 14th instant in regard to claim of Mr. Robertson, stating that you were trying to get in touch with the E. & G. Brookes Co. people, etc., and requesting that I say nothing about the price given you by the Hillside Coal & Iron Co. for its interest, is received.

I shall say nothing to anyone about our interest.

Yours, very truly,

Vice President and General Manager.

Q. (By Mr. Manager STERLING.) That is a copy of the letter which you sent to Judge Archbald, is it not?—A. Yes, sir.

Q. It was not until April, until Mr. Bradley came with Mr. Williams to your office, as I understood you?—A. It was in April.

Q. And after you had gone with Mr. Bradley to look at the dump did you have any meeting with him?—A. Yes, sir.

Q. When was it that you told him or that he told you that he would take the dump?—A. I think it was when we were on the dump.

Q. Was there any arrangement made at that time about drawing up the contract?—A. I think there was; at least the form was drawn.

Q. When?—A. It was drawn within a day or two after we were down at the bank.

Q. To whom was that contract made?—A. To Mr. Williams.

Q. It is the contract that was offered in evidence here yesterday, is it not?—A. I presume so.

Mr. WORTHINGTON. That is admitted.

Q. (By Mr. Manager STERLING.) Well, it is this contract without date, or proposed contract, marked "Exhibit 5," in which it is stated that the Hillside Coal & Iron Co. grants and conveys unto Edward J. Williams all its right, title, and interest to the Katydid culm bank. That [showing the paper to the witness] is the contract which you drew up at that time, is it not?—A. That is the form.

Q. And what did you do with it?—A. I sent that form to Mr. Bradley.

Q. With a letter?—A. With a letter.

Q. Is the letter in here [indicating]?—A. I do not know.

Mr. Manager STERLING (to Mr. Manager WEBB). Did you offer that letter yesterday?

Mr. Manager WEBB. Yes.

The SECRETARY. It is Exhibit 6.

Q. (By Mr. Manager STERLING.) Is this letter, marked "Exhibit 6," signed by yourself, and dated April 11, the letter which accompanied the contract which you sent to Mr. Bradley?—A. That is the letter, but it is signed by my chief clerk.

Q. Is not that your signature?—A. It is my signature; but he signed it.

Q. Well, it was signed on your authority?—A. Yes; it was.

Q. That was a copy that you looked at, was it not?—A. I think it was.

Q. Now look at this [handing paper to the witness] and see if this is not the original—the upper part of it?—A. Yes; that is correct; that is the original.

Q. Look at the notation at the bottom in typewriting. Who put that at the bottom of that letter?—A. The typewritten portion?

Q. Yes, sir.—A. My stenographer.

Mr. Manager STERLING. That is Exhibit 16, is it not, I will inquire of the Secretary?

The PRESIDENT pro tempore. It is marked "Exhibit 16."

Mr. Manager STERLING. We offer Exhibit 16, including the typewritten statement at the bottom under the signature. I ask to have the entire letter and the notation read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The Secretary read as follows:

[U. S. S. Exhibit 16.]

(Pennsylvania Coal Co., Hillside Coal & Iron Co., New York, Susquehanna & Western Coal Co., Northwestern Mining & Exchange Co., Blossburg Coal Co.)

OFFICE OF THE GENERAL MANAGER,
Scranton, Pa., April 11, 1912.

Mr. RICHARD BRADLEY, Peckville, Pa.

DEAR SIR: Herewith please find proposed form of agreement conveying the interest of the Hillside Coal & Iron Co. in the culm piles on the surface of lot 46, situate partly in Lackawanna and partly in Luzerne Counties, Pa.

Will you please confer with Mr. E. J. Williams, to whom I have sent a copy of this letter, in regard to the form herewith and advise whether or not same meets with your approval. If the agreement is satisfactory to you, it will be submitted to the executive officers of the Hillside Coal & Iron Co. for their consideration and approval.

Yours, very truly,

W. A. MAY,

Inc.

Vice President and General Manager.

APRIL 12, 1912.

This letter and the attached form were returned to me at the Laurel Line station at 1.10 p. m., April 12, 1912, by Mr. Bradley, who stated that the form was satisfactory to him. I at the same time told him that notice was served on me by C. P. Holden not to dispose of the interest of the E. & G. Brook Land Co., as he held an option, and also in the name of his wife, who also has a small interest, and a notice from James E. Heckel, administrator of the James Everhart estate, which is the owner of five twenty-fourths. Mr. Bradley wanted to know whether he should go down there to-day, he being on the way there at the time I saw him. I told him I saw no objections to him going down, but I would have to consult our attorneys before going any further with the matter. He did not say whether he had seen Mr. Williams or not.

W. A. M.

Q. (By Mr. Manager STERLING.) That was the notation that you put at the bottom of the letter after Bradley had returned it to you?—A. Yes, sir.

Q. And after he had returned it to you at your request?—A. Yes, sir.

Q. That occurred the next day, or two days, after you had sent that letter with the contract to Mr. Bradley?—A. It occurred on the 12th of April, and I sent it on the 11th.

Q. The next day?—A. The next day.

Q. Now, what had occurred in the meantime to cause you to change your mind with reference to selling that dump to Mr.

Williams?—A. Mr. C. P. Holden called on me at my office and objected to the sale of our interest. On the morning of the 12th I received two or three letters, one from him, one from his attorney, and I think one from the administrator of the James Everhart estate.

Q. Do you know how it came about that all these people sent these letters in to you at that time, just at the time you were about to convey your interest?—A. I do not know why.

Q. Do you think it remarkable that all these persons would get these letters in there objecting to the sale of that property after it had been lying dormant there for so long and they had never made any claim to it?—A. Not necessarily.

Q. You do not think it strange at all?—A. Not at all.

Q. They did not object to your selling your interest in it, did they?—A. There was a question as to—

Q. Just answer my question. In your notation you say that they objected to your selling their interest in it. Did they object to your selling their interest in it, or did they object to the Hillside Coal & Iron Co. selling its interest in it?—A. They objected to a sale of any kind, as I understood it.

Q. Then your notation is not correct?—A. That may be.

Q. Did you consider it of any importance that somebody else would notify you not to sell the interest of the Hillside Coal & Iron Co. in this dump?—A. It was of importance to us.

Q. You were not selling anything but your interest, were you?—A. That was all.

Q. This contract which you had prepared to send to Bradley simply specified that you were conveying the right, title, and interest of the Hillside Coal & Iron Co.?—A. That is right.

Q. And you were not intending to warrant anything, were you?—A. But—

Q. Wait. You were not intending in that contract to warrant anything, were you?—A. We were not going to warrant anything; but we had other interests that I had to look after, and this was a very small matter.

Q. Just answer my question. Is it not a fact that between the time you sent this contract to Bradley and the time you met him at the Laurel Station and demanded it back it had developed that this investigation was going on from the Department of Justice with reference to Judge Archbald's connection with this deal and the Erie Railroad Co.?—A. If it did I did not know it.

Q. Had you not heard?—A. I had not.

Q. Had you not heard just at that time, when it was beginning to be rumored about the streets of Scranton?—A. I had not.

Q. Wait—that an agent was there from the Department of Justice investigating these deals which Judge Archbald was having with the railroad companies, and was not that the reason you demanded this contract back from Bradley?—A. It was not.

Q. At what hour of the day did you see Bradley?—A. About 1 o'clock.

Q. On the 12th?—A. On the 12th.

Q. And you had mailed this contract to him on the 11th?—A. On the 11th.

Q. What time of day had you mailed it?—A. I think it was mailed in the afternoon.

Q. Of the 11th?—A. Yes; of the 11th.

Q. Now, when was it that these letters which you speak of came into your hands from these people notifying you not to sell?—A. On the morning of the 12th.

Q. They were all there on the morning of the 12th?—A. Not all of them. There were two or three; some came later.

Q. Did you get information from anybody, or did somebody tell you, that a tip had gone out from the office of the Hillside Coal & Iron Co. that they wanted an excuse for withdrawing this contract, and for that reason had these letters sent in there?—A. No, sir.

Q. At any rate, you refused to make the conveyance to Mr. Williams at that time, did you?—A. I did at that time.

Q. Now, going back, it was during the negotiations after you had received that letter in April from Judge Archbald, after you had talked with Mr. Richardson and had a conference with him—I mean the conference in which you and he determined not to sell the Katydid coal dump—that you and he changed your minds with reference to it, or he changed his mind and gave you different directions from what he had given you before?—A. He told me—

Q. Wait now. That occurred, did it not, between those dates?—A. Please repeat that question. I did not get it. I want to answer it.

Q. Between the time that you got the letter from Judge Archbald in April and after the time that you and Richardson had conferred and decided not to sell the Katydid coal dump—

it was after that and before you sent word by Judge Archbald to Williams that you would sell him the mine—that you and he changed your minds with reference to selling the coal dump, was it not?—A. There was no change in my mind, but Mr. Richardson told me to take the matter up again.

Q. And he told you that Judge Archbald had been to New York to see him at that time, did he not?—A. That is as I remember it.

Q. Did he tell you when he was in New York?—A. No; he did not, as I recall.

Q. Do you know when he was in New York?—A. Judge Archbald?

Q. Yes.—A. I do not.

Q. What effect did the fact that Judge Archbald appeared to be interested in this proposition have upon the Hillside Coal & Iron Co. and the Erie Railroad Co. with reference to the change of policy?

Mr. WORTHINGTON. Mr. President, I object to that question except as it may refer to what is in the witness's own mind to what he knows of his own knowledge with reference to the others.

Mr. Manager STERLING. I am merely asking for his knowledge about it—if he has knowledge.

Mr. WORTHINGTON. If I understand it is confined to his knowledge, of course I do not object; but we do not want any hearsay.

The WITNESS. Will you repeat that question?

Q. (By Mr. Manager STERLING.) What effect did the fact that Judge Archbald appeared at that time to have an interest in this dump have upon the officials of the Hillside Coal & Iron Co. and the Erie Railroad Co. with reference to changing their policy in regard to selling this coal dump?—A. I do not know. I only know that Mr. Richardson, in the ordinary course of business, told me to take the matter up again and see what could be done with it.

Q. Now, that is not all he told you, is it?—A. That is all I remember.

Q. He told you that Judge Archbald had been to see him, did he not?—A. Yes; that is correct.

Q. And you talked about the fact that Robert W. Archbald was a judge of the Federal court, did you not, at that time?—A. No, sir; we did not.

Q. And do you not know as a fact that because Judge Archbald saw him about it and because he was a judge of the Federal court was the reason that you changed your mind with reference to the sale of the Katydid dump?—A. Not at all.

Q. Did you not swear to that before the committee?—A. I did not.

Q. Well, you would not have sold it to Williams, would you?—A. No; we would not.

Q. You would not have sold it to anybody else, would you?—A. Yes; we would.

Q. What is the answer?—A. We would have if there had been no entanglements or complications in connection with it.

Q. Why would you not sell it to Williams until after Judge Archbald came into the deal?—A. Because I did not consider him responsible.

Q. You knew that he was not paying a dollar for it; that he was just getting an option and depending on the sale of it to pay you anyhow, even with Judge Archbald in it, did you not?—A. I do not remember that I knew what he was going to do with it.

Q. Did you know when you made this contract with Bradley that Mr. Bradley was to give you a check for \$4,500?—A. Yes; that was subsequent.

Q. You knew, then, that Bradley was paying to you the price which they had agreed to pay you?—A. Yes; that was in April, but the letter was given to Mr. Williams in August of the previous year. Of course at the time—

Q. You were not expecting Judge Archbald or Williams to pay anything until they sold it, anyhow, were you?—A. I do not remember that I thought anything about it.

Q. Did you ever ask him for pay after you told him he could have it?—A. No, sir; I did not.

Q. It was in August—the 30th day of August—that you wrote that letter to Williams?—A. It was.

Q. Stating the terms on which he could have it?—A. It was.

Q. They did not pay you then, and they never offered to pay you; and not until April, until Bradley came there and agreed to take the mine from Williams and Archbald, was anything said about the Hillside Iron & Coal Co. getting its forty-five hundred dollars?—A. Bradley was the first man that offered to pay us, or, rather, he was the first man we expected to get any pay from.

Q. Why would you not have been just as secure in your pay if you had sold it to Williams on those terms as you were in selling it to Williams and Archbald?

The WITNESS. Please repeat that.

Q. Why were you not just as secure in getting your pay, if you had sold it to Williams on those same terms, as you were by selling it to Archbald and Williams together?—A. No, sir.

Q. Why not?—A. Because we did not know where the money was to come from.

Q. You knew it was not to come from anywhere until they sold it. You were giving them an option and if they did not sell it they would not take it from you.—A. If they had offered the price themselves, we would have accepted that of course.

Q. But you did not expect them to do that?—A. I do not remember anything—

Q. Although Archbald was in it, you did not expect them to do that?—A. I do not know.

Q. You expected to wait for your money until they had sold it and that is what you did do, although Archbald was in it; is not that true?—A. That is what we did in Bradley's case.

Q. Now, let me ask you. You testified last summer before the Committee on the Judiciary in this investigation?—A. I did.

Q. I will ask you if this question was asked you by Chairman CLAYTON:

The CHAIRMAN. What I want to know, Mr. May, to be perfectly frank with you, is, was it on account of Judge Archbald's influence with you that you afterwards wrote Williams this letter of August 30, in which you signified a desire to sell the property?

And did you not make this answer:

Mr. MAY. It was the receipt of Judge Archbald's letter, in the first place, that caused me to make the examination. Even after August 31—or August 30—and up to April of this year I have refused to sell the bank, or our interest in the bank.

And then this question:

The CHAIRMAN. Then you paid no attention to Williams in his negotiations, except whenever he presented a request from Judge Archbald, about the sale of this property. Is that the fact?

And your answer:

Mr. MAY. I think that is so.

A. That is correct. I answered that way.

Q. You would answer the question the same way now?—A. I do.

Q. And then this question by Chairman CLAYTON:

It was through Judge Archbald's influence that Williams was getting or seeking to get from you the sale of this property?

Mr. MAY. Yes.

A. That is right. But if you will allow me, I should like to add to that—

Mr. Manager STERLING. Wait until I ask you these questions:

Q. (By Mr. Manager STERLING.) And were you asked this question:

The CHAIRMAN. And without Judge Archbald's influence Mr. Williams could not even have had an investigation of the value and the title of that property made?

Mr. MAY. No.

The CHAIRMAN. He could not have done that?

Mr. MAY. No.

That is correct?—A. That is correct.

Q. And this question:

The CHAIRMAN. It was through Judge Archbald's influence that Williams was enabled to have you make this investigation as to the value of the property, the physical contents of the culm bank, and the legal title? Is that true?

Mr. MAY. That is right.

A. That is correct.

Q. And this question:

The CHAIRMAN. And it was through Judge Archbald that you finally signified your willingness to sell this culm bank?

Mr. MAY. My willingness to recommend its sale.

Is that correct?—A. That is correct.

Q. And this question:

The CHAIRMAN. You would have had nothing to do with Williams without the influence or suggestion of Judge Archbald?

Mr. MAY. No; I would not.

A. That is correct. Now may I say what I wanted to say a moment ago?

Mr. Manager STERLING. Just a minute.

The WITNESS. It is with reference to what you have asked.

Mr. Manager STERLING. You may make a statement, if you desire to.

The WITNESS. It was only the judgeship added to his influence as a man and in no other way that these answers were made.

Q. (By Mr. Manager STERLING.) As I understand you, then, it was the fact of the judgeship and Robert W. Archbald as a man that had its influence upon the Erie Railroad Co. and the Hillside Coal & Iron Co. that induced you to sell the Katydid

coal dump to Mr. Williams and Mr. Archbald?—A. It certainly added—

Q. Wait; is that true now?—A. I want to explain.

Q. Can you not answer it yes or no?—A. No; I can not.

Mr. Manager STERLING. Go ahead and explain.

A. It simply added to his position; I mean as a man. The thought was not with the expectation—

Q. (By Mr. Manager STERLING.) Not what the thought was with reference to it. What I want to know is, what effect the fact that Mr. Archbald was a judge had upon this transaction?

Mr. WORTHINGTON. Mr. President, I submit when a witness is asked what was operating in his mind he has a right and should be allowed to answer. The witness was asked what he was thinking, and he was proceeding to state what he was thinking when counsel stopped him. I do not think that is right. The witness should be allowed to finish his answer.

Mr. Manager STERLING. I withdraw the objection and will let him answer.

The PRESIDENT pro tempore. The witness will answer the question and make the explanation he desires.

The WITNESS. Only as it added to his influence, only as it added to his standing as a man, did it affect me. I had no thought of influencing him as a judge.

Q. (By Mr. Manager STERLING.) It added what to his standing as a man—the fact that he was a judge?—A. Yes, sir.

Q. I will ask if this question was asked (p. 743):

Mr. RUCKER. I am not asking you about your practice, but I am asking you a direct question: Did the fact of Judge Archbald's making the application, he being a Federal judge, prompt you in whole or in part to make this deal?

Mr. MAY. It might have influenced me.

That is correct?—A. I want to add that—

Q. Wait. Did you answer that question in that way?—A. I did.

Q. Did he ask this question, page 742:

Mr. RUCKER. But when Judge Archbald wrote you and asked if you would sell it, and if so, to fix a price, you immediately set about to do that work, did you not?

Mr. MAY. Yes; I did.

That is correct?—A. That is correct.

Q. And Mr. RUCKER proceeded:

Let me ask you this direct question: He was on the Federal bench at that time?

Mr. MAY. Yes; he was.

That is correct?—A. That is correct.

Q. You knew at the time that the Erie Railroad Co. had a litigation pending in the Commerce Court, of which Judge Archbald was a member, did you not?—A. I did not.

Q. Mr. Richardson knew it, of course, did he not?—A. I do not know.

Q. He is connected with the general solicitor's office there in New York?—A. No, sir.

Q. How?—A. No, sir; he is not connected with the general solicitor's office.

Q. He is in the same office with the general solicitor?—A. He has an office on the same floor.

Q. Right next to Mr. Brownell, the general solicitor?—A. No, sir. It is on the same floor; it is not right next door.

Q. It is all one suite of rooms occupied there by the Erie Railroad Co.?—A. All of the rooms are occupied by the Erie company, but Mr. Brownell's is some distance away.

Q. Mr. Richardson told you that Mr. Brownell had brought Judge Archbald into his office, did he not?—A. No; I do not recall that.

Q. Did you not know at the time that Mr. Brownell had introduced Judge Archbald to Mr. Richardson?—A. No; I do not think I did.

Q. Mr. Brownell, of course, knew what litigation it had pending in the Commerce Court, did he not?—A. Why, presumably.

Q. I will ask you another question, referring to the record at page 742:

Mr. RUCKER. Then, I will ask you if the fact that Judge Archbald was the judge before whom litigation might be taken had anything to do with your determination to sell that property to Mr. Williams at his, Judge Archbald's, request?

Mr. MAY. Well, it might have.

You answered in that way, did you not?—A. Well, it might have, but I do not think it did.

Q. Mr. May, how many personal conversations have you had with Judge Archbald, or did you have with him, about this transaction prior to the time you withdrew this contract from Bradley?—A. I do not remember.

Q. About how many?—A. I could not tell you.

Q. Have you any estimate at all now of how many times you talked with him personally or over the phone about this?—A. No; I have not.

Q. It was quite a number of times, was it not?—A. No, sir; I can not say; I do not know.

Q. Was it many or few?—A. Well, I do not know.

Q. You talked with him more times about it than you did with E. J. Williams, did you not?—A. No; I do not believe I did.

Q. As many times?—A. I do not know. I want to answer your questions, but I can not do it.

Q. How many times did Judge Archbald call you up on the phone about it?—A. I do not know.

Q. Williams brought this first letter to you personally, did he not—that was in March?—A. Yes.

Q. The 31st day of March?—A. Yes; he did.

Q. Then he came back in June and talked to you about it, did he not?—A. I do not remember.

Q. You testified to that before, did you not?—A. I do not remember it if I did. I would like to have the record read.

Q. In any event, Williams told you, did he not, in some conversation, that Judge Archbald was going to New York to see Brownell?—A. Yes, sir.

Q. When did you first learn that he had been to New York?—A. In June.

Q. In June?—A. No; I beg your pardon, not in June—in August.

Q. Judge Archbald was there the 4th of August. You say you did not know it until the 25th of August?—A. I did not know it until the 25th of August.

Q. And that is when Richardson told you that Judge Archbald had been down there and told you in the same conversation to take up the negotiations again?—A. That is right.

Q. Is that the first time you had seen Richardson after the 4th of August?—A. That was the first time.

Q. He told you that he had told Judge Archbald he would have you to do this, did he not?—A. I do not remember what he said.

Q. And did he not also say to you at that time that Mr. Brownell, the general solicitor, had brought Judge Archbald into his office?—A. I do not remember that he did.

Q. I will ask you if the chairman did not ask you this question, reading at page 722 of the record:

The CHAIRMAN. Did you refuse to talk business about the sale of the Katydid culm bank with Williams?

Mr. MAY. Yes; I did.

A. If it is there, I said that; yes, sir.

Q. (Reading:)

The CHAIRMAN. When was it you refused to talk over this matter of the sale of the Katydid culm bank with Williams?

Mr. MAY. I think it was the latter part of June.

That is correct, is it not?—A. If it is there it is correct.

Q. I read further:

The CHAIRMAN. Where was it, and when was it Williams saw you at the time you have just mentioned?

Mr. MAY. I think it was in my office; but I do not remember.

The CHAIRMAN. In the latter part of June, to the best of your recollection?

Mr. MAY. Yes, sir.

A. That is right.

Q. That was after you and Mr. Richardson had first conferred and decided not to sell the coal dump?—A. That is correct.

Q. And it was after Archbald's trip to New York, and after you had been to New York that you notified Archbald to send Williams around and you would let him have it?—A. That is correct.

Mr. Manager STERLING. Mr. President, I think we are through with this witness now, but I would like to reserve the right, if it is the intention to adjourn now, to ask him further questions in the morning, if I see fit.

The PRESIDENT pro tempore. That will be the understanding.

Mr. Manager CLAYTON. Mr. President, before adjourning I will state that the witness for whom the order was taken to-day for the attachment has come, and he is now in the corridor of the Senate Chamber, I believe. I should like him to be brought in and to have him admonished to be present at the session of the court to-morrow and until discharged. I refer to Mr. James H. Rittenhouse.

The PRESIDENT pro tempore. The witness will be brought into the presence of the court.

Mr. James H. Rittenhouse appeared in the Chamber.

The PRESIDENT pro tempore. Mr. Witness, you are brought before the court to be admonished that you must scrupulously obey the orders you have received in the summons to appear here and not to absent yourself without leave of the Senate. You may now retire.

Thereupon Mr. Rittenhouse retired from the Chamber.

The PRESIDENT pro tempore. Does the manager on the part of the House desire that the order for attachment be vacated?

Mr. Manager CLAYTON. I ask that that be the course pursued.

The PRESIDENT pro tempore. The order for the attachment will, under the circumstances, be vacated, unless there be objection. The Chair hears no objection, and it is so ordered.

Mr. CLARK of Wyoming. Mr. President, I offer the order I send to the desk.

The Secretary read as follows:

Ordered, That the daily sessions of the Senate, sitting in the trial of impeachment of Robert W. Archbald, shall until otherwise ordered commence at 1 o'clock and 30 minutes in the afternoon and continue until 6 o'clock in the afternoon of each day.

The PRESIDENT pro tempore. Is there objection on the part of any Senator to the adoption of the order? If not, the Chair will consider it as having been unanimously adopted.

Mr. CLARK of Wyoming. I move that the Senate sitting as a Court of Impeachment adjourn.

The motion was agreed to.

The managers on the part of the House of Representatives, the respondent, and the counsel for the respondent retired from the Chamber.

DEATH OF REPRESENTATIVE CARL CAREY ANDERSON.

Mr. POMERENE. Mr. President, I ask that the resolutions of the House on the death of my late colleague in that body be laid before the Senate.

The PRESIDENT pro tempore. The Chair lays before the Senate resolutions of the House of Representatives, which will be read.

The Secretary read the resolutions, as follows:

IN THE HOUSE OF REPRESENTATIVES,
December 2, 1912.

House resolution 713.

Resolved, That the House has heard with profound sorrow of the death of the Hon. CARL CAREY ANDERSON, a Representative from the State of Ohio.

Resolved, That the Clerk communicate these resolutions to the Senate and transmit a copy thereof to the family of the deceased.

Mr. POMERENE. Mr. President, I offer the following resolution and ask for its adoption.

The PRESIDENT pro tempore. The resolution will be read. The resolution was read, considered by unanimous consent, and unanimously agreed to, as follows:

Senate resolution 403.

Resolved, That the Senate has heard with deep sensibility the announcement of the death of the Hon. CARL CAREY ANDERSON, late a Representative from the State of Ohio.

DEATH OF REPRESENTATIVE GEORGE HERBERT UTTER.

Mr. WETMORE. I ask the Chair to lay before the Senate the resolutions of the other House on the death of Representative UTTER, of Rhode Island.

The PRESIDENT pro tempore. The Chair lays before the Senate resolutions of the House of Representatives, which will be read.

The Secretary read the resolutions, as follows:

IN THE HOUSE OF REPRESENTATIVES,
December 2, 1912.

House resolution 714.

Resolved, That the House has heard with profound sorrow of the death of Hon. GEORGE HERBERT UTTER, late a Member of the House from the State of Rhode Island.

Resolved, That the Clerk of the House be directed to transmit a copy of these resolutions to the Senate and send a copy thereof to the family of the deceased.

Mr. WETMORE. Mr. President, I offer the following resolutions, and ask for their adoption.

The PRESIDENT pro tempore. The Senator from Rhode Island offers resolutions, which will be read.

The resolutions were read, considered by unanimous consent, and unanimously agreed to, as follows:

Senate resolution 401.

Resolved, That the Senate has heard with profound sorrow the announcement of the death of Hon. GEORGE H. UTTER, late a Representative from the State of Rhode Island.

Resolved, That the Secretary communicate a copy of these resolutions to the House of Representatives and to the family of the deceased.

DEATH OF REPRESENTATIVE RICHARD E. CONNELL.

Mr. ROOT. Mr. President, I ask that the resolutions of the House of Representatives on the death of the late Representative CONNELL may be laid before the Senate.

The PRESIDENT pro tempore. The Chair lays before the Senate resolutions of the House of Representatives, which will be read.

The Secretary read the resolutions, as follows:

IN THE HOUSE OF REPRESENTATIVES,
December 2, 1912.

House resolution 716.

Resolved, That the House of Representatives has heard with profound sorrow of the death of the Hon. RICHARD E. CONNELL, late a Representative from the State of New York.

Resolved, That the Clerk be directed to communicate these resolutions to the Senate and transmit a copy thereof to the family of the deceased.

Mr. ROOT. Mr. President, I offer the following resolutions which I send to the desk, and ask for their present consideration.

The PRESIDENT pro tempore. The Senator from New York offers resolutions, which will be read.

The resolutions were read, considered by unanimous consent, and unanimously agreed to, as follows:

Senate resolution 402.

Resolved, That the Senate has heard with deep sensibility the announcement of the death of Hon. RICHARD E. CONNELL, late a Representative from the State of New York.

Resolved, That as a further mark of respect to the memory of those Representatives whose deaths have been announced the Senate do now adjourn.

Thereupon (at 6 o'clock and 5 minutes p. m.) the Senate adjourned until to-morrow, Friday, December 6, 1912, at 12 o'clock m.

HOUSE OF REPRESENTATIVES.

THURSDAY, December 5, 1912.

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

O Lord, our God, we come to Thee with glad hearts when we remember that amid the busy whirl and turmoil of life's activities we oftentimes forget Thee, yet Thou art ever mindful of us, and though by devious ways we oftentimes wander from the paths of rectitude and duty Thou art constant in Thy ministrations to us.

Pardon, we beseech Thee, our shortcomings, our weakness, our sins, and hold us close to Thee and life's duties henceforth. And Thine be the praise forever. Amen.

The Journal of the proceedings of yesterday was read and approved.

LEAVE OF ABSENCE.

Mr. BROWN, by unanimous consent, was granted leave of absence for three days, on account of illness.

PHYSICAL VALUATION OF RAILROADS.

The SPEAKER. When the House adjourned last Tuesday the previous question had been ordered on the bill H. R. 22593, known as the Adamson bill, providing for the physical valuation of railroads, and there was pending a motion to recommit with instructions, offered by the gentleman from Illinois [Mr. MANN], and the gentleman from Tennessee [Mr. SIMS] raised a point of order that the motion to recommit was not in order because it was not germane to the subject matter of the bill.

Unless some gentleman desires to be heard on it, the Chair is ready to rule.

Mr. OLMSTED. Mr. Speaker—

The SPEAKER. The gentleman from Pennsylvania [Mr. OLMSTED] is recognized.

Mr. OLMSTED. Mr. Speaker, so far as I am concerned, I concede at once the high authority of the precedent cited by the gentleman from New York [Mr. FITZGERALD] in support of the proposition that it is not sufficient for the amendment to be germane to the original bill to which this bill is offered as an amendment, but it must be germane to this pending bill. The question is whether this amendment is germane to this bill.

I call attention to page 386, section 780, of the Manual, which treats of the whole subject in this way:

A general subject may be amended by specific propositions of the same class. Thus, the following have been held to be germane: To a bill admitting several Territories into the Union, an amendment adding another Territory; to a bill providing for the construction of buildings in each of two cities, an amendment providing for similar buildings in several other cities; to a resolution embodying two distinct phases of international relationship, an amendment embodying a third.

In section 5838, volume 5, of Hinds' Precedents of the House of Representatives appears a ruling that—

To a bill admitting several Territories into the Union, an amendment adding another Territory is germane.

And, then, in the next section—5839—it says:

To a resolution embodying two distinct phases of international relationship an amendment embodying a third was held to be germane.

There was pending in that case a resolution setting forth that it was an imperative duty, in the interest of humanity, to ex-